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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re:	:	Chapter 7
	:	
KOSSOFF PLLC,	:	Case No. 21-10699 (DSJ)
	:	
Debtor.	:	
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	:	
ALBERT TOGUT, Not Individually but Solely	:	
in His Capacity as Chapter 7 Trustee of the	:	
Estate of Kossoff PLLC,	:	
	:	Adv. Pro. No. 23-____ (DSJ)
Plaintiff,	:	
	:	
v.	:	
	:	
EPRODIGY FINANCIAL, LLC,	:	
CAPITAL STACK, LLC, and	:	
ACH CAPITAL, LLC,	:	
	:	
Defendants.	:	
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COMPLAINT

Albert Togut, not individually but solely in his capacity as the Chapter 7 Trustee (the “Plaintiff” or the “Trustee”) of the estate of Kossoff PLLC (the “Debtor”), by his attorneys, Togut, Segal & Segal LLP, hereby makes this complaint (the “Complaint”) against eProdigy Financial, LLC (“eProdigy”), Capital Stack, LLC (the “CSL”), and ACH Capital, LLC (“Servicer” and, together with eProdigy and CSL,

“Defendants”), and in support thereof respectfully alleges the following upon information and belief:

SUMMARY OF THE ACTION¹

1. Prior to being disbarred and sent to prison on May 6, 2022 for stealing millions of dollars from the Debtor and dozens of the Debtor’s clients, Mitchell H. Kossoff (“Kossoff”) was a prominent real-estate attorney in New York City and served as the sole managing member of the Debtor.

2. The Trustee’s investigation has disclosed that Kossoff stole at least \$18.5 million from the Debtor and the Debtor’s clients. His actions over the course of years exacerbated the Debtor’s insolvency, perpetuated a fraud on the Debtor’s creditors, and furthered the Debtor’s inevitable path to liquidation in bankruptcy.

3. Desperate for funds to help him hide his looting from the Debtor’s bank accounts and unable to borrow money from traditional lending sources, Kossoff turned to the merchant cash advance (the “MCA”) industry, including CSL. Like many MCA lenders, CSL contracts with cash-strapped businesses that cannot readily obtain financing from banks and other traditional lenders, and CSL then extracts unconscionable rates of interest.

4. As observed by state and federal courts in the Second Circuit, MCA lenders like CSL style their agreements to represent the sale/purchase of future receivables to disguise what are nothing more than usurious loans with shockingly-high interest rates far above those permissible under New York law. Disguised fees, transaction costs, and repayment terms add to the excessive and fraudulent amounts that Defendants intended to, and did, extract from the Debtor when it was most

¹ Capitalized terms used in this section but not defined shall have the meanings ascribed to such terms where defined in subsequent sections of this Complaint.

vulnerable. Indeed, CSL's MCA Agreements (as defined below) were usurious loan agreements, not receivables purchase agreements.

5. In total, during the period between November 2016 and April 2021, the Debtor borrowed \$5,573,972.46 under the MCA Agreements, and repaid a total of \$8,670,862.05 (the "Avoidable Transfers") to and for the benefit of Defendants. As shown below, under the MCA Agreements, Defendants charged and received from the Debtor criminally usurious interest aggregating at least \$3,096,889.56.

6. The effective annual interest rates under Defendants' MCA Agreements with the Debtor ranged between 58.37% and 304.67%, far above the highest rate allowed by law. Because the interest rates that Defendants charged and collected from the Debtor were criminally usurious, the MCA Agreements are void *ab initio* and the Trustee may recover all of the amounts paid by the Debtor to Defendants.

7. For the benefit of the Debtor's estate and general creditors, the Trustee commences this adversary proceeding: (a) for a declaration that the MCA Agreements are loans and not asset purchase agreements that are void *ab initio* and unenforceable; (b) to avoid and recover all of the Debtor's transfers to and for the benefit of Defendants; (c) to avoid all security interests that the Debtor granted in favor of Defendants, with such security interests preserved for the benefit of the Debtor's estate; and (d) to disallow any claims filed by Defendants in the Debtor's above-captioned Chapter 7 case (the "Chapter 7 Case").

THE PARTIES AND RELEVANT NON-PARTIES

I. The Plaintiff

8. Plaintiff is the Chapter 7 Trustee of the Debtor.

II. The Debtor and Mitchell H. Kossoff

9. The Debtor is a New York professional limited liability company

that, prior to April 13, 2021 (the “Petition Date”), operated as a law firm located at 217 Broadway, Suite 401, New York, New York 10007.

10. The Debtor’s Articles of Organization were filed with the New York Secretary of State on December 6, 2013.

11. From its inception until the Petition Date, the Debtor served clients in New York City’s real estate industry.

12. Prior to the Petition Date, Kossoff was an attorney licensed to practice in the State of New York, specializing in structuring and negotiating real estate transactions.

13. On December 13, 2021, in open court in New York, Kossoff pleaded guilty to, among other things, orchestrating a scheme to defraud the Debtor’s clients. As stated above, Kossoff admitted that he stole at least \$14.5 million from dozens of clients and others, including millions of dollars that had been deposited into the Debtor’s bank accounts, including its operating accounts and its accounts established pursuant to the New York State Interest on Lawyer Accounts Statute.

14. On May 6, 2022, New York State Supreme Court Judge Laurie Peterson sentenced Kossoff to serve not less than 4.5 years but not more than 13.5 years in prison as punishment for his crimes.

15. Kossoff has been disbarred and he is incarcerated.

16. Kossoff is, and always has been, the Debtor’s sole member and an “insider” of the Debtor as that term is defined in section 101(31) of title 11 of the United States Code (the “Bankruptcy Code”).

III. Defendants

17. Defendant eProdigy is a Delaware limited liability company with its principal place of business at 90 Broad Street, 16th Floor, New York, New York

10004.

18. Defendant CSL is a Nevada limited liability company, which maintains a place of business at 90 Broad Street, 16th Floor, New York, New York 10004. CSL advertises itself as offering “loans, leases, and lines of credit to large and small businesses.”

19. Defendant Servicer is a Delaware limited liability company with a place of business at 11 Broadway, Suite 814, New York, New York 10004.

20. At all times relevant to this Complaint, Defendant Servicer was affiliated or owned by CSL and operated as CSL’s Authorized Servicing Agent under the MCA Agreements.

21. In addition, Defendant Servicer was permitted, at its sole discretion, to participate in the “facilit[ies]” contemplated by the MCA Agreements by providing a portion of the funds for the transactions directly to CSL.

22. Defendants eProdigy, CSL, and Servicer are affiliates.

IV. Relevant Non-Parties

23. Non-party David Rubin, a/k/a David Rubinov, has served as Chief Executive Officer and founder of eProdigy Financial, LLC, as well as the President and CEO of CSL and the Servicer.

24. Non-party Anna N. Rubin is an attorney and the wife of David Rubin.

JURISDICTION AND VENUE

25. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this adversary proceeding (the “Adversary Proceeding”) pursuant to 28 U.S.C. §§ 157 and 1334 and the United States

District Court for the Southern District of New York's *Amended Standing Order of Reference, M-431* dated January 31, 2012, which refers such proceedings to this Court.

26. This Adversary Proceeding is commenced pursuant to sections 502(d), 544, 547, 548, and 550 of the Bankruptcy Code; Rules 3007, 6009, and 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); sections 273, 274, 275, 276, 276-a, 278, and 279 of the New York Debtor & Creditor Law as applicable to transactions occurring before April 4, 2020 (the "NYDCL"); sections 273, 274, and 276 of the New York Debtor & Creditor Law as applicable to transactions occurring on or after April 4, 2020 (the "NYUVTA"); and sections 3304 and 3306 of title 28 chapter 176 of the United States Code (the "FDCPA").

27. In addition, the Trustee requests that the Court enter a declaratory judgment pursuant to 28 U.S.C. § 2201(a).

28. This Adversary Proceeding is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (B), (F), (H), and (O), and this Court has jurisdiction to hear and to determine this proceeding and to enter a final order and judgment herein. In the event that this Court or any other court finds any part of this Adversary Proceeding to be "non-core," this Court has non-core concurrent jurisdiction over this proceeding under 28 U.S.C. § 1334 because the relief sought herein relates to the Chapter 7 Case and will have a material impact on the administration of the Debtor's estate.

29. Plaintiff consents to entry of final orders and judgments by this Court in this Adversary Proceeding pursuant to Bankruptcy Rule 7008. Plaintiff also consents to entry of final orders or judgments by this Court if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

30. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409 because this Adversary Proceeding arises in, and is related to, the Chapter 7 Case.

FACTUAL ALLEGATIONS

I. The Debtor's Bankruptcy

31. On the Petition Date, creditors of the Debtor commenced the Chapter 7 Case by filing an involuntary petition for relief under Chapter 7 of the Bankruptcy Code against the Debtor in this Court.

32. On May 11, 2021, this Court entered an order for relief under Chapter 7 of the Bankruptcy Code [Docket No. 14].

33. On May 12, 2021, the Trustee was appointed as the Chapter 7 Interim Trustee of the Debtor [Docket No. 15].

34. He accepted his appointment, duly qualified, and is currently acting as the trustee of the Debtor's estate.

II. The MCA Industry

35. In the years following the financial crises of 2008, the MCA lending industry began to gain popularity as a source of funding among small businesses that were experiencing liquidity difficulties and which did not have access to traditional forms of financing.

36. Generally, an MCA transaction is structured as a sale of a percentage of future receivables.

37. In exchange for an immediate infusion of cash, the merchant pays the MCA lender a specified percentage of its daily (or weekly) receipts.

38. In some instances, the MCA lender will make regular ACH withdrawals from the borrower's bank account. In others where revenues are largely

generated by credit card charges, the borrower will direct credit card processors to allocate a portion of receivables/collections for transfer to the lender.

39. MCA agreements typically have aggressive remedial provisions, including: (a) security interests in the merchant's collateral – above and beyond the amount of the anticipated receivables; (b) one or more personal guarantees; and (c) confessions of judgment.

40. Additionally, the merchant borrower's default often triggers the acceleration of amounts due to the MCA lender and other remedies that are exercisable by, or on behalf, of the MCA lender.

41. The MCA industry is extraordinarily profitable for lenders, which enjoy high rates of return in addition to origination and financing fees that are taken at the inception of each of the transactions.

42. According to a Bloomberg News report, the MCA industry is “essentially payday lending for business,” observing that “interest rates can exceed 500 percent a year, or 50 to 100 times higher than a bank's.”²

43. Often, these high-cost borrowing transactions exacerbate the perilous financial position that drive the borrower into the arms of the MCA lender in the first instance.

44. To avoid characterization as a loan and the application of state, civil and criminal usury laws, MCA lenders typically seek to disguise their transactions as sales of receivables.

² See Complaint ¶ 15 [Docket No. 1], *Lateral Recovery LLC v. Queen Funding, LLC*, No. 21 Civ. 9607 (LGS) (S.D.N.Y. Nov. 19, 2021) (quoting Zeke Faux and Dune Lawrence, *Is OnDeck Capital the Next Generation of Lender or Boiler Room?*, BLOOMBERG, <https://www.bloomberg.com/news/articles/2014-11-13/ondeck-ipo-shady-brokers-addrisk-in-high-interest-loans>).

45. In substance, however, “there is little to distinguish an MCA transaction from a loan secured by the merchant’s receivables.”³ For example:

- a. While MCA agreements may contain reconciliation provisions that allow for the adjustment of the daily payment to reflect actual receipts, such provisions can be drafted in a manner that make reconciliation discretionary or illusory due to, for example, the lender’s sole discretion;
- b. Under MCA agreements, the lender is allocated a specified portion of receivables rather than an identifiable pool of specific receivables;
- c. While the transaction is not riskless for a funding party, the lender does not bear the risks tied to the performance of any underlying individual account or receivable generated by a customer (or client) of the merchant/borrower counterparty under the MCA loan agreement;
- d. MCA agreements are often supported by broad collateral packages, and many give the self-styled “purchaser” (*i.e.*, the lender) the right to accelerate payment upon the occurrence of certain conditions. While the concept of acceleration is arguably inconsistent with the notion of purchase price in a true sale, this and other MCA remedies are common components of secured loans; and
- e. While MCA agreements seemingly have no fixed term, there is commonly a *de facto* fixed term by operation of the agreement. Specifically, the repayment period can be calculated by dividing (i) the total amount the borrower is obligated to repay the lender under the MCA agreement by (ii) the specified daily or weekly debit amount the MCA lender is authorized to withdraw from one or more bank accounts designated by its borrower. Agreements commonly allow for acceleration of all amounts due the MCA lender after a certain number of failed attempts to debit the borrower’s designated bank account[s]; thus, a failure to pay does not indefinitely extend the term of the agreement.

46. Federal and state courts in this jurisdiction have examined arrangements such as those at issue in this Complaint involving Defendants and the Debtor, and they have determined that the MCA transactions are loans, and, as such,

³ See Bruce, K.J. “The Murky Process of Characterizing Merchant Cash Advance Agreements.” *Bankruptcy Law Letter* 42, no. 4 (Apr. 2022).

that they are subject to state law usury laws and all of the remedies that are available to borrowers who are party to loan agreements that charge usurious rates of interest.

47. In this context, courts have considered, among other things, three principal factors: (1) whether there is a viable reconciliation provision and process available to the borrower in the event the daily or weekly debit amount is too high in relation to actual receivable collections; (2) whether the agreement has an indefinite term; and (3) whether the MCA lender has any recourse should the borrower seek bankruptcy relief. *See, e.g., Lateral Recovery, LLC v. Capital Merchant Services, LLC*, No. 21-cv 9336 (LJL), 2022 WL 4815615 (S.D.N.Y. Sept. 30, 2022) (“Recently, federal courts have engaged in a more thorough and exacting scrutiny of merchant cash advance agreements, looking at agreements in a holistic and comprehensive manner and the conclusions they have reached are compelling.”).

48. In recent opinions, both federal and state courts in New York (and elsewhere) have acknowledged that MCA transactions function as loans rather than a true sale of receivables. *See, e.g., Lateral Recovery LLC v. Queen Funding, LLC*, No. 21 Civ. 9607 (LGS), 2022 WL 2829913 (S.D.N.Y. July 20, 2022) (“*Lateral Recovery I*”); Decision and Order, *Hi Bar Capital LLC d/b/a Kingdom Kapital v. Parkway Dental Servs., LLC*, Index No. 533245/2021 (Kings County Sup. Ct. Aug. 25, 2022) (observing that “there are surely questions raised whether the argument comports with the requirements necessary to be considered a genuine cash advance”).

49. For example, in *Lateral Recovery I*, the United States District Court for the Southern District of New York examined MCA transactions in connection with RICO and RICO conspiracy claims. The court denied the defendants’ motion to dismiss after analyzing, among other things, the MCA lender’s argument that there was no “unlawful debt” as is required for a RICO claim. *See* 2022 WL 2829913, at *4.

50. Specifically, the *Lateral Recovery I* court analyzed whether the transactions at issue constituted loans to which usury laws may apply and held that the complaint alleged facts sufficient to plead that the transactions were indeed loans. *See id.* at *5. In reaching this conclusion, the *Lateral Recovery I* court observed that:

- a. Notwithstanding the existence of a reconciliation provision, the complaint sufficiently and plausibly alleged that it was a mere “sham” where it had been alleged that the lender had no reconciliation department, did not perform reconciliations, and had never refunded a borrower’s funds, as required under the reconciliation provision. *See id.* Further, the terms of the agreements did not require a reconciliation; rather, a reconciliation may be requested, but any obligation that the lender may have was contingent on the borrower providing documentation requested by the lender “in its sole judgment” and in its “sole and absolute discretion,” respectively. According to the court, the lender “consequently has the absolute ability to nullify any obligation to reconcile.” *Id.*
- b. While the agreements seemingly provided an indefinite term, “the de facto fixed term plausibly exists,” because “[t]he period of payment can be easily calculated by dividing the amount [merchant] owes by the amount of daily payments.” *Id.* at *6. The court noted:

A failure to pay will not indefinitely extend the term because the [MCA] agreement provides that a default will occur if two daily payments are not made during the term of the agreement and the merchant does not contact [the MCA lender] in advance. Upon an event of Default, [the MCA lender] has the right to exercise all remedies in connection with the Agreement, including accelerating the debt and collect the entire amount owed, enforcing its security interest in the collateral (i.e., all of [the merchant’s] receivables) and enforcing the guarantee. *Id.*

- c. Concerning recourse in the event of bankruptcy, the agreements’ protections against default, which made payment due immediately and permitted seizure of collateral in the case of a default, and the personal guaranty provision, effectively shielded the lender from risk of loss when the creditor was in or near bankruptcy. *See id.*

51. Looking beyond those factors, the *Lateral Recovery I* court identified other indicia that the subject transactions were loans, including the fact that the repayment and remedy terms of the agreements shielded the MCA lender from the risk that the purchased receivables might be uncollectable. *See id.*

52. Taken together, the remedies available to the MCA lender meant that there had been no real transfer of risk to the lender. *See id.* Thus, the court held that the complaint had sufficiently and plausibly alleged collection of an unlawful debt in violation of RICO. *See id.*

53. Moreover, the New York Court of Appeals has held that when a loan agreement imposes a criminally usurious rate of interest, as do the MCA Agreements at issue in this Complaint, the agreements are void *ab initio* and the borrower may recover all amounts paid to the lender.

54. In *Adar Bays, LLC v. GeneSYS ID, Inc.*, 37 N.Y.3d 320 (2021) (“*Adar*”), the New York State Court of Appeals recently addressed agreements that charge criminally usurious rates of interest, like the MCA Agreements. The *Adar* opinion addressed two questions certified by the United States Court of Appeals for the Second Circuit: (1) whether a stock conversion option in favor of a lender should be treated as interest “for the purpose of determining whether the transaction violates N.Y. Penal Law § 190.40, the criminal usury law;” and (2) “[i]f the interest charged on a loan is determined to be criminally usurious under N.Y. Penal Law § 190.40, whether the contract is void *ab initio* pursuant to N.Y. Gen. Oblig. Law § 5-511.” 37 N.Y.3d at 323-24. The New York State Court of Appeals answered both questions in the affirmative. *See id.* at 324.

55. Tracing the history and development of the law, the New York Court of Appeals concluded that corporations may assert criminal usury as a defense

and, in such cases, the loan transaction is void *ab initio*, and the remedy available is the return of both principal and interest paid to the lender. While the court recognized that “New York’s voiding of usurious contracts ‘can be harsh,’ ... [t]he forfeiture of interest and capital serves a strong deterrent effect—one the legislature has repeatedly affirmed.” *Id.* at 332 (citations omitted).

56. Specifically, the New York Court of Appeals observed that while section 5-521 of the New York General Obligations Law “prohibits corporations from using a usury defense ‘in any action,’” representing “a legislative response” to the developing case law, “[t]hat section also states that the prohibition on corporations raising usury as a bar to enforcement does not apply ‘to any action in which a corporation interposes a defence of criminal usury as described in section 190.40 of the penal law.’” *Id.* (quoting N.Y. Gen. Oblig. Law § 5-521). As a result, while the statute “disallows” a corporation from raising usury as a defense for a loan charging less than 25% interest, section 5-521(3) renders section 5-521(1) inapplicable where the interest rate is greater than 25%, and corporations (and similar associations) fall within the purview of section 5-501 with respect to those loans – *i.e.*, criminally usurious loans. *See* N.Y.3d at 333. Section 5-511(1) of the New York General Obligations Law provides that all loans charging an interest rate greater than that permitted in section 5-501 “shall be void.” N.Y. Gen. Oblig. Law § 5-511(1); *see also* 37 N.Y.3d at 333.

III. The MCA Transactions with CSL Generally

57. Between November 2016 and the Petition Date, the Debtor and CSL entered into a series of agreements (collectively, the “MCA Agreements”) pursuant to which CSL purported to purchase a portion of the Debtor’s future account receivables (collectively, the “Payment Amounts”) in exchange for up-front advances (collectively, the “MCA Loan Amounts”) to the Debtor.

58. As more specifically alleged in the sections that follow, the MCA Agreements specify: (i) the Payment Amount or total dollar amount of future receivables allegedly purchased by CSL from the Debtor and for which the Debtor was obligated to repay to CSL in full; (ii) the percentage of the Debtor's total receivables that such purchase purportedly represents; (iii) a daily and/or weekly remittance amounts to be paid by the Debtor by ACH debits withdrawn by Defendants from bank accounts maintained by the Debtor (the "Debit Amount"); and (iv) the MCA Loan Amount or cash advance to be funded by CSL to the Debtor on account of the "purchased" receivables.

59. In all cases, the Payment Amount owed by the Debtor to CSL is substantially more than the MCA Loan Amount that was actually received by the Debtor from CSL and, in most instances, dramatically more than what was received because the actual cash advanced by CSL was reduced by numerous fees and sums outstanding on account of Payment Amounts (including unearned interest) associated with one or more prior MCA Agreements between the Debtor and CSL – which amounts were taken as credits by CSL against the MCA Loan Amounts CSL was otherwise obligated to fund a new cash advance to the Debtor, resulting in interest compounding at even more excessive rates.

60. The gross dollar amount of receivables allegedly purchased by CSL under each of the MCA Agreements purportedly represented the specified percentage of the Debtor's total receivables, though the specified percentage was usually 15% regardless of the Payment Amount of a given MCA Agreement. *Compare* First MCA Agreement (describing 15% specified percentage and \$276,000 Payment Amount), *with* Nineteenth MCA Agreement (describing 15% specified percentage and \$1.688 million Payment Amount).

61. The MCA Loan Amount or purchase price under the MCA Agreements were described as the fair market value of the purchased receivables, but that was done without any apparent diligence by Defendants. In fact, the receivables purportedly purchased by Defendants bore no relationship to any specific account receivable, its age, collectability, or even validity.

62. Under the MCA Agreements, Defendants advanced the Debtor a total of \$5,573,972.46, but were paid a total of \$8,670,862.05 while Kossoff was looting the Debtor's accounts.

63. The equivalent effective annual interest rate of the MCA Agreements ranged from 58.37% to 304.67%, depending on duration of a particular loan.

64. The MCA Agreements the Debtor entered into with Defendants each contained a cross-default provision, providing that the Debtor's default "under any of the terms, covenants and conditions of any other agreement with CSL or any other agreement between [the Debtor] and CSL's affiliate, [Servicer]" constituted an event of default under the MCA Agreement. *See, e.g.*, First MCA Agreement at § 3.1.

IV. The MCA Transactions with Defendants Were Usurious Loans

65. Despite their self-serving characterization in the form documentation used by Defendants, the transactions described in this Complaint were, in reality, loans, purportedly secured by various of the Debtor's assets (the "CSL Security Interest"), including

all now owned and hereafter acquired accounts, chattel paper, deposit accounts, contract rights, letter of credit rights, instruments payment and general intangibles (including but not limited to tax refunds, registered and unregistered patents, trademarks, service marks, copyright, trade names, trade secrets, customer lists, licenses, documents, certificates of deposit, and all rights of [the

Debtor] as a seller of goods, including rights of reclamation, replevin and stoppage in transit), property, and all books and records relating to all of the foregoing property, including, without limitation, all computer programs, printed output and computer receivable data in the possession or control of the [Debtor], any computer service bureau or other third party, and all proceeds of the foregoing (including, but not limited to, all insurance proceeds, all claims against third parties for loss or destruction of or damage to any of the foregoing, and all income from the lease or rental of any of the foregoing)....

See, e.g., First MCA Agreement at p. 2 (Security Agreement). Defendants also obtained personal guarantees by Kossoff and confessions of judgment.

66. Defendants recorded a financing statement, including on January 24, 2019, to perfect the CSL Security Interest (the “CSL Financing Statement”).

67. However, the CSL Financing Statement was recorded in the name of “CT Corporation System, as representative.”

68. CT Corporation refused to disclose the identity of the creditor on whose behalf it recorded the CSL Financing Statement in response to Plaintiff’s demands, and it asserted that it was prohibited from doing so pursuant to a confidentiality agreement with its client and pursuant to directions from its client.

69. Defendants produced the CSL Financing Statement to Plaintiff in response to Plaintiff’s demands for full compliance with a Subpoena issued pursuant to this Court’s May 24, 2021 *Order Authorizing Trustee To Issue Subpoenas and Obtain Testimony And For Injunctive Relief* [Docket No. 27].

70. Defendants concealed the filing of the CSL Financing Statement in an effort to conceal that they were acting like a lender in the transactions.

A. The MCA Agreements Contain No Meaningful Reconciliation Obligation Concerning the Debit Amount Defendants Withdrew from the Debtor’s Designated Bank Account

71. Though CSL was purportedly entitled only to a specified

percentage of funds constituting the Debtor's future receivables, Defendants required daily ACH withdrawals to be made from the Debtor's bank accounts, and in the same amounts, regardless of the balance in the Debtor's bank accounts (or the source of such funds) or whether the purportedly purchased receivables were collected by the Debtor.

72. For example, in a January 18, 2021 email, Kossoff told Brian Stulman, a representative of eProdigy, that the contemplated advance would be "promptly repaid" once the Debtor received the anticipated PPP loans/grants from the Federal government.

73. As a result, these transactions were rendered full recourse loans to the Debtor notwithstanding CSL's self-serving characterizations to the contrary.

74. Moreover, the MCA Agreements do not require reconciliations. Rather, the Debtor was permitted to request that CSL reconcile the Debtor's actual receipts and adjust the amount to be deducted so that it more closely represented the specified percentage going forward.

75. However, any obligation that CSL may have had to conduct a reconciliation was contingent upon the Debtor's provision of documentation deemed by CSL, in its sole judgment, to be necessary. *See, e.g.*, First MCA Agreement at § 1.17. Further, the prospective nature of the reconciliation provision indicates that refunds would not have been provided.

B. The MCA Agreements Create a *De Facto* Fixed Term for the Debtor to Satisfy the Payment Obligation to CSL for the Full-Face Amount of the Receivables it Purportedly “Sold” to CSL at a Significant Discount

76. While the MCA Agreements seemingly provide for an indefinite term, the *de facto* fixed term is easily calculated by dividing the amount owed by the amount to be remitted by the Debtor to Defendants.

77. Further, in each instance, the MCA Agreements provide that if CSL was unable to complete any ACH withdrawal, the balance of the Payment Amount owed would be accelerated, and other remedies would be available to CSL. For example, under the First MCA Agreement, the Debtor’s violation of any term or condition of the First MCA Agreement, including the provision that the Debtor was “responsible for ensuring that the specified percentage to be debited by CSL remains in the account,” constitutes an event of default for which various remedies, including acceleration of all amounts owed, become available to CSL.

C. Defendants Bore Little to No Credit Risk as to the Collectability of the Receivables They Purported to have Purchased from the Debtor

78. Under the MCA Agreements, there was no transfer of risk to Defendants associated with the Debtor’s receivables not being collectable:

- a. ***Broad collateral packages.*** Defendants’ transaction documents include a purported and overly broad security agreement that is inconsistent with the transfer of ownership of future receivables;
- b. ***Personal guarantees and confessions of judgment.*** CSL obtained personal guarantees and confessions of judgment from Kossoff in connection with the MCA Agreements, which are inconsistent with a non-recourse purchase transaction;
- c. ***Immediate acceleration and other remedies.*** The MCA Agreements and related transaction documents contain various provisions concerning defaults and remedies, which provide for, among other things, the immediate acceleration of amounts owed, the enforcement of guarantees, security interests, and

other remedies if certain events occur, which are inconsistent with a non-recourse transaction; and

- d. ***Power of attorney.*** Under the agreements, the Debtor irrevocably appointed CSL as agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to CSL from the Debtor, or in the case of a violation by the Debtor of the MCA Agreements or the occurrence of an Event of Default, including without limitation, to collect monies due or that become due.

79. Taken together, CSL was shielded from the risk of loss in the event the “purchased” receivables became uncollectable and if the Debtor failed to timely pay amounts due under the MCA Agreements.

V. CSL Did Not Act Like It Was Purchasing Receivables

A. The VNB Security Interest

80. On January 26, 2015, VNB New York, LLC (“VNB”) extended a \$200,000 line of credit (loan number 3151086246) to the Debtor (the “VNB Line of Credit”).

81. The Debtor granted VNB a blanket lien against its personal property to secure repayment of the VNB Line of Credit (the “VNB Security Interest”).

82. On January 29, 2015, prior to the execution of the First MCA Agreement, VNB recorded a financing statement (the “VNB Financing Statement”) covering “[a]ll of the Debtor’s “personal property wherever located, *and now owned or hereafter created or acquired, including accounts, chattel paper, inventory, equipment, instruments, investment property, documents, deposit accounts, letter of credit rights, general intangibles (including payment intangibles), supporting obligations, and all additions, replacements and substitutions thereto and therefor, and to the extent not listed above as original collateral, all cash and non-cash products of the foregoing.*” (Emphasis supplied).

83. On October 16, 2019, VNB amended the VNB Financing Statement to continue its effectiveness.

84. Thus, when the MCA Agreements were signed, VNB had already recorded and perfected a lien against all of the Debtor's receivables and the proceeds thereof; the very same receivable proceeds or "receipts" that CSL was purportedly purchasing under the MCA Agreements.

85. Defendants knew or should have known about the VNB Security Interest, which was evidenced by the recorded VNB Financing Statement. Indeed, the MCA Agreements acknowledge the right of CSL or its agents to investigate the Debtor's financial condition. *See, e.g.*, First MCA Agreement at § 1.4.

86. Nevertheless, CSL entered into the First MCA Agreement even though the proceeds of the accounts receivable it purportedly purchased from the Debtor were already encumbered.

87. Any degree of diligence by Defendants would have disclosed that the Debtor, a then operating law firm, had a credit facility with a bank that was secured by its accounts receivable.

B. Multiple Loan Agreements

88. As set forth above, pursuant to the MCA Agreements, CSL purports to be purchasing the Debtor's unencumbered receivables and their proceeds (or "receipts").

89. Consistent therewith, the Security Agreement executed in connection with each MCA Agreement contains provisions pursuant to which the Debtor and Kossoff agree not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the personal property which was to serve as collateral security for the Debtor's payment obligations to CSL.

90. Notwithstanding the terms of the transactional documents and its multi-year arrangement of purportedly purchasing accounts receivable and their proceeds, CSL knowingly entered into more than a dozen MCA Agreements with the Debtor during the period covered by this Complaint without performing any due diligence as to the status and collectability of such receivables and/or whether such receivables were already encumbered by transactions entered into between the Debtor and parties other than CSL.

VI. The MCA Agreements

A. The First MCA Agreement (November 29, 2016)

91. On November 29, 2016, the Debtor and CSL entered into an agreement styled as a Merchant and Security Agreement (the “First MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$286,000 (the “First Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$200,000 (the “First MCA Loan Amount”).

92. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the First MCA Agreement.

93. To satisfy the First Payment Amount owed to CSL, the Debtor irrevocably authorized CSL and Servicer to debit \$1,642.86 (the “First Debit Amount”) from a designated Debtor bank account each business day until the First Payment Amount was paid in full by the Debtor.

94. In connection with the First MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the Debtor’s:

all now owned and hereafter acquired accounts, chattel paper, deposit accounts, contract rights, letter of credit rights, instruments payment and general intangibles

(including but not limited to tax refunds, registered and unregistered patents, trademarks, service marks, copyright, trade names, trade secrets, customer lists, licenses, documents, certificates of deposit, and all rights of [the Debtor] as a seller of goods, including rights of reclamation, replevin and stoppage in transit), property, and all books and records relating to all of the foregoing property, including, without limitation, all computer programs, printed output and computer receivable data in the possession or control of the [Debtor], any computer service bureau or other third party, and all proceeds of the foregoing (including, but not limited to, all insurance proceeds, all claims against third parties for loss or destruction of or damage to any of the foregoing, and all income from the lease or rental of any of the foregoing)....

First MCA Agreement at p. 2 (Security Agreement) (taken together, the “CSL Collateral”).

95. Additionally, Kossoff executed the ACH Capital, LLC Security Agreement and Guaranty, pursuant to which Kossoff personally guaranteed the Debtor’s obligations under the First MCA Agreement, and he also executed a personal confession of judgment.

96. On November 30, 2016, Servicer advanced the First MCA Loan Amount to the Debtor. The First MCA Loan Amount was consideration for the \$286,000 First Payment Amount.

97. Between December 2, 2016 and March 30, 2017, CSL withdrew \$1,642.86 from the Debtor’s bank account on a daily basis on no fewer than 80 occasions – for an aggregate of \$131,428.80.

98. CSL subsequently deducted the balance due on account of the First Payment Amount (\$144,571.20) from the Second MCA Loan Amount (defined below) on March 30, 2017.

99. Thus, the First MCA Agreement had an equivalent effective annual interest rate of 133.31%.

B. The Second MCA Agreement (March 28, 2017)

100. On March 28, 2017, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Second MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$414,000 (the “Second Payment Amount”) to CSL, in exchange for which the Debtor would receive a nominal gross advance of \$300,000 (the “Second MCA Loan Amount”).

101. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Second MCA Agreement.

102. On or about March 30, 2017, after taking a credit for the \$144,571.20 outstanding under the First MCA Agreement on account of the Debtor’s remaining obligation to satisfy the First Payment Amount, and certain other fees and deductions, the actual cash that was advanced to the Debtor by CSL under the Second MCA Agreement was only \$153,785.94. The \$153,785.94 was consideration for the \$414,000 Second Payment Amount, which the Debtor then became obligated to pay the Defendants.

103. To satisfy the Second Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$2,190.48 (the “Second Debit Amount”) from the Debtor’s bank account each business day until the Second Payment Amount was paid in full by the Debtor.

104. In connection with the Second MCA Agreement, the Debtor executed a security agreement, granting CSL a security interest in the CSL Collateral.

105. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor’s obligations

under the Second MCA Agreement and he also executed a personal confession of judgment.

106. Between March 30, 2017 and July 31, 2017, CSL withdrew the Second Debit Amount from the Debtor's bank account on no fewer than 83 occasions – for an aggregate of \$181,909.84.

107. CSL subsequently deducted the balance due on account of the Second Payment Amount (\$232,190.16) from the Third MCA Loan Amount (defined below) on July 31, 2017.

108. Thus, the Second MCA Agreement had an equivalent annual interest rate of 128.27%.

C. The Third MCA Agreement (July 26, 2017)

109. On July 26, 2017, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Third MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$993,600 (the "Third Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$720,000 (the "Third MCA Loan Amount").

110. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Third MCA Agreement.

111. On or about July 31, 2017, after taking credit for the \$352,463.16 that was allegedly outstanding under the prior MCA Agreements and other deductions, the actual cash that was advanced to the Debtor by CSL under the Third MCA Agreement was only \$367,536.84. The \$367,536.84 was consideration for the \$993,600 Third Payment Amount, which the Debtor then became obligated to pay the Defendants.

112. To satisfy the Third Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$5,257.15 (the “Third Debit Amount”) from the Debtor’s bank account each business day until the Third Payment Amount was paid in full by the Debtor.

113. In connection with the Third MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

114. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor’s obligations under the Third MCA Agreement, and he also executed a personal confession of judgment.

115. Between July 31, 2017 and December 13, 2017, CSL withdrew the Third Debit Amount from the Debtor’s bank account on no fewer than 94 occasions – for an aggregate of \$494,172.10.

116. Additionally, on or about December 13, 2017, a one-time payment of \$100,000 was made to Servicer, thereby resulting in total aggregate of \$594,172.10.

117. CSL subsequently deducted the balance of the Third Payment Amount \$399,427.90 from the Fourth MCA Loan Amount (defined below) on December 13, 2017.

118. Thus, the Third MCA Agreement had an equivalent annual interest rate of 120.85%.

D. The Fourth MCA Agreement (December 13, 2017)

119. On December 13, 2017, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Fourth MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$1.128 million (the “Fourth Payment Amount”)

to CSL in exchange for which the Debtor would receive an advance of \$800,000 (the "Fourth MCA Loan Amount").

120. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Fourth MCA Agreement.

121. On or about December 14, 2017, after taking credit for the \$399,427.90 that was allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL was only \$400,572.10. The \$400,572.10 was consideration for the \$1.128 million Fourth Payment Amount, which the Debtor then became obligated to pay the Defendants.

122. CSL advanced \$400,572.10 to the Debtor, which represented the Fourth MCA Amount after certain deductions identified in the Fourth MCA Agreement.

123. To satisfy the Fourth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$5,668.34 (the "Fourth Debit Amount") from the Debtor's bank account each business day until the Fourth Payment Amount was paid in full by the Debtor.

124. In connection with the Fourth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

125. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Fourth MCA Agreement, and he also executed a personal confession of judgment.

126. Between December 14, 2017 and June 21, 2018, CSL withdrew the Fourth Debit Amount from the Debtor's bank account on no fewer than 131 occasions – for an aggregate of \$742,552.54.

127. CSL subsequently deducted the balance of the Fourth Payment Amount (\$385,447.46) from the Sixth MCA Loan Amount (defined below) on June 22, 2018.

128. Thus, the Fourth MCA Agreement had an equivalent annual interest rate of 102.54%.

E. The Fifth MCA Agreement (January 19, 2018)

129. On January 19, 2018, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Fifth MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$286,000 (the “Fifth Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$200,000 (the “Fifth MCA Loan Amount”).

130. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Fifth MCA Agreement.

131. On or about January 23, 2018, CSL advanced the Fifth MCA Loan Amount to the Debtor. The \$200,000 Fifth MCA Loan Amount was consideration for the \$286,000 Fifth Payment Amount, which the Debtor then became obligated to pay the Defendants.

132. To satisfy the Fifth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$1,513.23 (the “Fifth Debit Amount”) from the designated Debtor bank account each business day until the Fifth Payment Amount was paid in full by the Debtor.

133. In connection with the Fifth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

134. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Fifth MCA Agreement, and he also executed a personal confession of judgment.

135. Between January 24, 2018 and June 21, 2018, CSL withdrew the Fifth Debit Amount from the Debtor's bank account on no fewer than 105 occasions – for an aggregate of \$158,889.15.

136. CSL subsequently deducted the balance of the Fifth Payment Amount from the Sixth MCA Loan Amount (defined below) on June 21, 2018.

137. Thus, the Fifth MCA Agreement had an equivalent annual interest rate of 126.29%.

F. The Sixth MCA Agreement (June 20, 2018)

138. On June 20, 2018, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Sixth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$1.4 million (the "Sixth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$1 million (the "Sixth MCA Loan Amount").

139. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Sixth MCA Agreement.

140. On or about June 22, 2018, after taking credit for the \$512,558.31 that was allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash that was advanced to the Debtor under the Sixth MCA Agreement was only \$487,441.69. The \$487,441.69 was consideration for the \$1.4 million

Sixth Payment Amount, which the Debtor then became obligated to pay the Defendants.

141. To satisfy the Sixth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$5,714.29 (the "Sixth Debit Amount") from the Debtor's bank account each business day until the Sixth Payment Amount was paid in full by the Debtor.

142. In connection with the Sixth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

143. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Sixth MCA Agreement, and he also executed a personal confession of judgment.

144. Between June 22, 2018 and January 16, 2019, CSL withdrew the Sixth Debit Amount from the Debtor's bank account on no fewer than 141 occasions – for an aggregate of \$805,714.89.

145. Additionally, on or about October 5, 2018, eProdigy withdrew the Sixth Debit Amount from the Debtor's bank account.

146. As a result, Defendants withdrew an aggregate of \$811,429.18 from the Debtor's bank account on account of the Sixth MCA Agreement.

147. CSL subsequently deducted the balance of the Sixth Payment Amount (\$588,570.82) from the Ninth MCA Loan Amount (defined below) on January 16, 2019.

148. Thus, the Sixth MCA Agreement had an equivalent annual interest rate of 86.97%.

G. The Seventh MCA Agreement (September 28, 2018)

149. On September 28, 2018, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Seventh MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$250,000 (the “Seventh Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$200,000 (the “Seventh MCA Loan Amount”).

150. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Seventh MCA Agreement.

151. On or about October 1, 2018, after deducting certain fees, the actual cash advanced to the Debtor by CSL under the Seventh MCA Agreement was only \$199,965. The \$199,965 was consideration for the \$250,000 Seventh Payment Amount, which the Debtor then became obligated to pay the Defendants.

152. To satisfy the Seventh Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit an initial daily amount of \$5,952.38 from the Debtor’s bank account each business day until the Seventh Payment Amount was paid in full by the Debtor.

153. However, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$31,250 (the “Seventh Debit Amount”) from the Debtor’s bank account, representing 5.25 times the specified initial daily amount, on a weekly basis until the Seventh Payment Amount was paid in full by the Debtor.

154. In connection with the Seventh MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

155. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor’s obligations

under the Seventh MCA Agreement, and he also executed a personal confession of judgment.

156. Between September 28, 2018 and November 23, 2018, CSL withdrew the Seventh Debit Amount from the Debtor's bank account on no fewer than eight occasions – for an aggregate of \$250,000.

157. Thus, the Seventh MCA Agreement had an equivalent annual interest rate of 304.67%.

H. The Eighth MCA Agreement (December 6, 2018)

158. On or about December 6, 2018, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Eighth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$390,000 (the "Eighth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$300,000 (the "Eighth MCA Loan Amount").

159. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Eighth MCA Agreement.

160. On or about December 6, 2018, after deducting certain fees, the actual cash advanced to the Debtor by CSL under the Eighth MCA Agreement was only \$299,965. The \$299,965 was consideration for the \$390,000 Eighth Payment Amount, which the Debtor then became obligated to pay the Defendants.

161. To satisfy the Eighth Payment Amount owed to CSL, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$26,000 (the "Eighth Debit Amount") from the Debtor's bank account on a weekly basis until the Eighth Payment Amount was paid in full by the Debtor.

162. In connection with the Eighth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the Debtor's personal property.

163. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Eighth MCA Agreement, and he also executed a personal confession of judgment.

164. Between December 13, 2018 and March 7, 2018, CSL withdrew the Eighth Debit Amount from the Debtor's bank account on no fewer than thirteen occasions – for an aggregate of \$338,000.

165. CSL subsequently deducted the balance of the Eighth Payment Amount (\$52,000) from the Tenth MCA Loan Amount (defined below) on March 11, 2019.

166. Thus, the Eighth MCA Agreement had an equivalent annual interest rate of 183.66%.

I. The Ninth MCA Agreement (January 14, 2019)

167. On January 14, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Ninth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$1.529 million (the "Ninth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$1.1 million (the "Ninth MCA Loan Amount").

168. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Ninth MCA Agreement.

169. On or about January 17, 2019, after taking credit for the \$588,570.82 that was allegedly outstanding under prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL under the Ninth MCA Agreement was only \$511,429.18. The \$511,429.18 was consideration for the \$1.529 million Ninth Payment Amount, which the Debtor then became obligated to pay the Defendants.

170. To satisfy the Ninth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$6,067.46 (the "Ninth Debit Amount") from the Debtor's bank account each business day until the Ninth Payment Amount was paid in full by the Debtor.

171. In connection with the Ninth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

172. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Ninth MCA Agreement, and he also executed a personal confession of judgment.

173. Between January 17, 2019 and May 30, 2019, CSL withdrew the Ninth Debit Amount from the Debtor's bank account on no fewer than 93 occasions – for an aggregate of \$564,273.78. On or about May 29, 2019, CSL withdraw \$200,000 from the Debtor's bank account. As a result, the total paid to CSL on account of the Ninth MCA Agreement was \$764,273.78.

174. CSL subsequently deducted the balance of the Ninth Payment Amount (\$764,726.22) from the Twelfth MCA Loan Amount (defined below) on May 30, 2019.

175. Thus, the Ninth MCA Agreement had an equivalent annual interest rate of 113.52%.

J. The Tenth MCA Agreement (March 11, 2019)

176. On March 11, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Tenth MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$390,000 (the “Tenth Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$300,000 (the “Tenth MCA Loan Amount”).

177. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Tenth MCA Agreement.

178. On or about March 12, 2019, after taking credit for the \$52,000 that was allegedly outstanding under prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL was only \$248,000. The \$248,000 was consideration for the \$390,000 Tenth Payment Amount, which the Debtor then became obligated to pay to Defendants.

179. To pay the Tenth Payment Amount to CSL, the Debtor irrevocably authorized CSL to debit an initial daily amount of \$4,642.86 from the Debtor’s bank account each business day until the Tenth Payment Amount was paid in full by the Debtor.

180. However, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$24,375.02 (the “Tenth Debit Amount”), representing 5.25 time the specified initial daily amount, on a weekly basis until the Tenth Payment Amount was paid in full by the Debtor.

181. In connection with the Tenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

182. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Tenth MCA Agreement, and he also executed a personal confession of judgment.

183. Between March 12, 2019 and May 3, 2019, CSL withdrew the Tenth Debit Amount from the Debtor's bank account on no fewer than eight occasions – for an aggregate of \$195,000.16.

184. CSL subsequently deducted the balance of the Tenth Payment Amount (\$194,999.84) from the Eleventh MCA Loan Amount (defined below) on May 6, 2019.

185. Thus, the Tenth MCA Agreement had an equivalent annual interest rate of 244.23%.

K. The Eleventh MCA Agreement (May 6, 2019)

186. On May 6, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Eleventh MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$448,499.79 (the "Eleventh Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$344,999.84 (the "Eleventh MCA Loan Amount").

187. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Eleventh MCA Agreement.

188. On or about May 6, 2019, after taking credit for the \$194,999.84 that was allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL was only \$149,965. The

\$149,965 was consideration for the \$488,499.79 Eleventh Payment Amount, which the Debtor then became obligated to pay the Defendants.

189. To pay the Eleventh Payment Amount to CSL, the Debtor irrevocably authorized CSL to debit an initial daily amount of \$5,039.32 from the designated Debtor bank account each business day until the Eleventh Payment Amount was paid in full by the Debtor.

190. However, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$26,456.43 (the "Eleventh Debit Amount"), representing 5.25 times the specified initial daily amount, on a weekly basis until the Eleventh Payment Amount was paid in full by the Debtor.

191. In connection with the Eleventh MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

192. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Eleventh MCA Agreement, and he also executed a personal confession of judgment.

193. Between May 6, 2019 and August 8, 2019, CSL withdrew the Eleventh Debit Amount from the Debtor's bank account on no fewer than 14 occasions – for an aggregate of \$370,390.02.

194. CSL subsequently deducted the balance of the Eleventh Payment Amount (\$78,109.77) from the Thirteenth MCA Loan Amount (defined below) on August 12, 2019.

195. Thus, the Eleventh MCA Agreement had an equivalent annual interest rate of 175.07%.

L. The Twelfth MCA Agreement (May 29, 2019)

196. On May 29, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Twelfth MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$1.668 million (the “Twelfth Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$1.2 million (the “Twelfth MCA Loan Amount”).

197. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Twelfth MCA Agreement.

198. On or about May 30, 2019, after taking credit for \$764,726.22 that was allegedly outstanding under the Debtor’s prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL under the Twelfth MCA Agreement was only \$435,238.78. The \$435,238.78 was consideration for the \$1.688 million Twelfth Payment Amount, which the Debtor then became obligated to pay the Defendants.

199. To satisfy the Twelfth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$6,592.88 (the “Twelfth Debit Amount”) from the Debtor’s bank account each business day until the Twelfth Payment Amount was paid in full by the Debtor.

200. In connection with the Twelfth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

201. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor’s obligations under the Twelfth MCA Agreement, and he also executed a personal confession of judgment.

202. Between May 30, 2019 and November 13, 2019, CSL withdrew the Twelfth Debit Amount from the Debtor's bank account on no fewer than 114 occasions – for an aggregate of \$758,181.20. Additionally, on or about November 13, 2019, CSL withdrew \$109,819. As a result, the total amount paid by the Debtor in connection with the Twelfth MCA Agreement was \$868,000.20.

203. CSL subsequently deducted the balance of the Twelfth Payment Amount (\$799,999.80) from the Fifteenth MCA Loan Amount (defined below) on November 13, 2019.

204. Thus, the Twelfth MCA Agreement had an equivalent annual interest rate of 96.20%.

M. The Thirteenth MCA Agreement (August 8, 2019)

205. On August 8, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Thirteenth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$448,500 (the "Thirteenth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$345,000 (the "Thirteenth MCA Loan Amount").

206. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Thirteenth MCA Agreement.

207. On or about August 12, 2019, after taking credit for the \$78,109.77 allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash that was advanced to the Debtor by CSL under the Thirteenth MCA Agreement was only \$266,855.23. The \$266,855.23 was consideration for the \$448,500 Thirteenth Payment Amount, which the Debtor then became obligated to pay the Defendants.

208. To pay the Thirteenth Payment Amount to CSL, the Debtor irrevocably authorized CSL to debit an initial daily amount of \$5,025.21 from the designated Debtor bank account each business day until the Thirteenth Payment Amount was paid in full by the Debtor.

209. However, to satisfy the Thirteenth Payment Amount owed to CSL, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$25,126.05 (the "Thirteenth Debit Amount"), representing five times the specified initial daily amount, on a weekly basis until the Thirteenth Payment Amount was paid in full by the Debtor.

210. In connection with the Thirteenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

211. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Twelfth MCA Agreement, and he also executed a personal confession of judgment.

212. Between August 16, 2019 and October 18, 2019, CSL withdrew the Thirteenth Debit Amount from the Debtor's bank account on no fewer than 11 occasions – for an aggregate of \$276,386.58.

213. CSL subsequently deducted the balance of the Thirteenth Payment Amount (\$172,113.45) from the Fourteenth MCA Loan Amount (defined below) on October 25, 2019.

214. Thus, the Thirteenth MCA Agreement had an equivalent annual interest rate of 191.59%.

N. The Fourteenth MCA Agreement (October 23, 2019)

215. On October 23, 2019, the Debtor and CSL executed an agreement

styled as an Agreement for the Purchase and Sale of Future Receipts (the “Fourteenth MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$448,500 (the “Fourteenth Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$345,000 (the “Fourteenth MCA Loan Amount”).

216. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Fourteenth MCA Agreement.

217. On or about October 25, 2019, after taking credit for the \$172,113.45 that was allegedly outstanding under the Debtor’s prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL under the Fourteenth MCA Agreement was only \$172,851.55. The \$172,851.55 was consideration for the \$448,500 Fourteenth Payment Amount, which the Debtor then became obligated to pay the Defendants.

218. To pay the Fourteenth Payment Amount to CSL, the Debtor irrevocably authorized CSL to debit \$5,025.21 from the Debtor’s bank account until the Fourteenth Payment Amount was paid in full by the Debtor.

219. However, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$25,126.05 (the “Fourteenth Debit Amount”), representing five times the specified initial daily amount, on a weekly basis until the Fourteenth Payment Amount was paid in full by the Debtor.

220. In connection with the Fourteenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

221. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor’s obligations

under the Fourteenth MCA Agreement, and he also executed a personal confession of judgment.

222. Between November 1, 2019 and December 13, 2019, CSL withdrew the Fourteenth Debit Amount from the Debtor's bank account on no fewer than 7 occasions – for an aggregate of \$175,882.35. In addition, CSL withdrew a payment on the amount of \$75,000 on or about December 18, 2019. As a result, the total amount paid to CSL on account of the Fourteenth MCA Agreement was \$250,882.35.

223. CSL subsequently deducted the balance of the Fourteenth Payment Amount from the Sixteenth MCA Loan Amount (defined below) on December 18, 2019.

224. Thus, the Fourteenth MCA Agreement had an equivalent annual interest rate of 227.16%.

O. The Fifteenth MCA Agreement (November 13, 2019)

225. On November 13, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Fifteenth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$1.668 million (the "Fifteenth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$1.2 million (the "Fifteenth MCA Loan Amount").

226. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Fifteenth MCA Agreement.

227. On or about November 14, 2019, after taking credit for the \$799,999.80 that was allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash that was advanced to the Debtor by CSL under the Fifteenth MCA Agreement was only \$400,000.20. The \$400,000.20 was consideration

for the \$1.688 million Fifteenth Payment Amount, which the Debtor then became obligated to pay the Defendants.

228. To satisfy the Fifteenth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$6,592.89 (the “Fifteenth Debit Amount”) from the Debtor’s bank account each business day until the Fifteenth Payment Amount was paid in full by the Debtor.

229. In connection with the Fifteenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

230. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor’s obligations under the Fourteenth MCA Agreement, and he also executed a personal confession of judgment.

231. Between November 14, 2019 and March 27, 2020, Defendants withdrew the Fifteenth MCA Amount from the Debtor’s bank account on no fewer than 92 occasions – for an aggregate of \$606,545.88.

232. Between March 30, 2020 and May 22, 2020, Defendants withdrew one half (1 / 2) of the Fifteenth MCA Amount (\$3,296.45) from the Debtor’s bank account on no fewer than 40 occasions – for an aggregate of \$131,858.

233. Between May 26, 2020 and June 16, 2020, Defendants withdrew the Fifteenth Debit Amount from the Debtor’s bank account on no fewer than 16 occasions – for an aggregate of \$105,486.24.

234. On or about June 16, 2020, the Debtor paid Servicer \$200,000 related to the Fifteenth MCA Agreement.

235. In total, Defendants withdrew an aggregate of \$1,043,890.12 from the Debtor’s bank account on account of the Fifteenth MCA Agreement.

236. CSL subsequently deducted a \$600,000 portion of the Fifteenth Loan Amount allegedly outstanding from the Sixteenth Loan Amount (defined below) on June 16, 2020.

237. Thus, the Fifteenth MCA Agreement had an equivalent annual interest rate of 79.79%.

P. The Sixteenth MCA Agreement (December 18, 2019)

238. On or about December 18, 2019, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Sixteenth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$487,500 (the "Sixteenth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$375,000 (the "Sixteenth MCA Loan Amount").

239. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Sixteenth MCA Agreement.

240. On or about December 18, 2019, after taking credit for the \$197,617.65 that was allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash that was advanced to the Debtor by CSL under the Sixteenth MCA Agreement was only \$177,347. The \$177,347 was consideration for the \$487,500 Sixteenth Payment Amount, which the Debtor then became obligated to pay the Defendants.

241. To satisfy the Sixteenth Payment Amount owed to CSL, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$27,083.30 (the "Sixteenth Debit Amount") on a weekly basis until the Sixteenth Payment Amount was paid in full by the Debtor.

242. In connection with the Sixteenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

243. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Sixteenth MCA Agreement, and he also executed a personal confession of judgment.

244. Between December 28, 2019 and February 19, 2020, CSL withdrew the Sixteenth Debit Amount from the Debtor's bank account on no fewer than nine occasions – for an aggregate of \$243,749.70.

245. CSL subsequently deducted the balance of the Sixteenth Payment Amount (\$243,750.30) from the Seventeenth MCA Loan Amount (defined below) on February 19, 2020.

246. Thus, the Sixteenth MCA Agreement had an equivalent annual interest rate of 199.38%.

Q. The Seventeenth MCA Agreement (February 18, 2020)

247. On February 18, 2020, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Seventeenth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$487,500 (the "Seventeenth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$375,000 (the "Seventeenth MCA Loan Amount"). The Debtor then became obligated to pay the Seventeenth Payment Amount to Defendants.

248. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Seventeenth MCA Agreement.

249. To repay the Seventeenth Payment Amount, the Debtor irrevocably authorized CSL to debit an initial daily amount of \$5,416.66 from the designated Debtor bank account each business day until the Seventeenth Payment Amount was paid in full by the Debtor.

250. However, to satisfy the Seventeenth Payment Amount owed to CSL, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$27,083.30 (the "Seventeenth Debit Amount") from the Debtor's bank account, representing five times the specified initial daily amount, on a weekly basis until the Seventeenth Payment Amount was paid in full by the Debtor.

251. In connection with the Seventeenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

252. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Seventeenth MCA Agreement, and he also executed a personal confession of judgment.

253. Between February 19, 2020 and March 20, 2020, CSL withdrew the Seventeenth Payment Amount from the Debtor's bank account on no fewer than four occasions – for an aggregate of \$108,333.20.

254. Between March 30, 2020 and May 26, 2020, CSL withdrew \$13,541.65 (one-half (1/2) of the Seventeenth Payment Amount) from the Debtor's bank account on no fewer than nine occasions – for an aggregate of \$121,874.85.

255. Between June 1, 2020 and June 8, 2020, CSL withdrew the Seventeenth Payment Amount from the Debtor's bank account on no fewer than two occasions – for an aggregate of \$54,166.60.

256. In total, Defendants withdrew an aggregate of \$284,374.65 from the Debtor's bank account on account of the Fifteenth MCA Agreement.

257. CSL subsequently deducted the balance of the Seventeenth Payment Amount (\$203,125.35) from the Eighteenth MCA Loan Amount (defined below) on June 9, 2020.

258. Thus, the Seventeenth MCA Agreement had an equivalent annual interest rate of 126.07%.

R. The Eighteenth MCA Agreement (June 8, 2020)

259. On June 8, 2020, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the "Eighteenth MCA Agreement") pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$487,500 (the "Eighteenth Payment Amount") to CSL in exchange for which the Debtor would receive an advance of \$375,000 (the "Eighteenth MCA Loan Amount").

260. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Eighteenth MCA Agreement.

261. On or about June 9, 2020, after taking credit for the \$203,125.35 that was allegedly outstanding under the Debtor's prior MCA Agreements and other deductions, the actual cash advanced to the Debtor by CSL was only \$171,839.65. The \$171,839.65 was consideration for the \$487,500 Eighteenth Payment Amount, which the Debtor then became obligated to pay the Defendants.

262. To pay the Eighteenth Payment Amount to CSL, the Debtor irrevocably authorized CSL to debit an initial daily amount of \$5,131.58 from the Debtor's bank account each business day until the Eighteenth Payment Amount was paid in full by the Debtor.

263. However, the Debtor executed a Weekly Deliveries Addendum, which authorized CSL to ACH debit \$25,657.89 (the "Eighteenth Debit Amount") from the Debtor's bank account, representing five times the specified initial daily amount, on a weekly basis until the Eighteenth Payment Amount was paid in full by the Debtor.

264. In connection with the Eighteenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

265. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Eighteenth MCA Agreement, and he also executed a personal confession of judgment.

266. Between June 9, 2020 and September 8, 2020, CSL withdrew the Eighteenth Debit Amount on no fewer than thirteen occasions from the Debtor's bank account – for an aggregate of \$333,552.57.

267. Between September 14, 2020 and October 19, 2020, CSL withdrew on no fewer than six occasions \$6,414.47 (one quarter (1/4) of the Eighteenth Debit Amount) from the Debtor's bank account – for an aggregate of \$38,486.82.

268. On October 26, 2020, CSL withdrew the Eighteenth Debit Amount from the Debtor's bank account.

269. Between November 2, 2020 and January 4, 2021, CSL withdrew \$6,414.47 (one quarter (1/4) of the Eighteenth Debit Amount) from the Debtor's bank account on no fewer than ten occasions – for an aggregate of \$64,144.70.

270. In total, Defendants withdrew an aggregate of \$461,841.98 from the Debtor's bank account on account of the Eighteenth MCA Agreement.

271. CSL subsequently deducted the balance of the Eighteenth Payment Amount (\$25,658.02) from the proceeds of the Nineteenth MCA Agreement (defined below) on January 7, 2021.

272. Thus, the Eighteenth MCA Agreement had an equivalent annual interest rate of 124.28%.

S. The Nineteenth MCA Agreement (June 15, 2020)

273. On June 15, 2020, the Debtor and CSL executed an agreement styled as an Agreement for the Purchase and Sale of Future Receipts (the “Nineteenth MCA Agreement”) pursuant to which the Debtor purportedly agreed to sell certain of its unspecified future receivables totalling \$1.668 million (the “Nineteenth Payment Amount”) to CSL in exchange for which the Debtor would receive an advance of \$1.2 million (the “Nineteenth MCA Loan Amount”).

274. On that date, the Debtor did not have unencumbered future receivables of the amount financed in the Nineteenth MCA Agreement.

275. On or about June 15, 2020, after taking credit for the \$625,659.02 that was allegedly outstanding under the Debtor’s MCA Agreements and other deductions, the actual cash advanced to the Debtor by the Servicer was only \$599,965. The \$599,965 was consideration for the \$1.668 million Nineteenth Payment Amount, which the Debtor then became obligated to pay the Defendants.

276. To satisfy the Nineteenth Payment Amount owed to CSL, the Debtor irrevocably authorized CSL to debit \$6,592.89 (the “Nineteenth Debit Amount”) from the designated Debtor bank account each business day until the Seventeenth Payment Amount was paid in full by the Debtor.

277. In connection with the Nineteenth MCA Agreement, the Debtor executed the Security Agreement, granting CSL a security interest in the CSL Collateral.

278. Additionally, Kossoff executed the Personal Guaranty of Performance, pursuant to which Kossoff personally guaranteed the Debtor's obligations under the Nineteenth MCA Agreement, and he also executed a personal confession of judgment.

279. Between June 17, 2020 and September 10, 2020, CSL withdrew the Nineteenth Payment Amount from the Debtor's bank account on no fewer than 61 occasions – for an aggregate of \$402,166.29.

280. On September 11, 2020, CSL withdrew \$3,296.45 (one half (1/2) of the Nineteenth Payment Amount) from the Debtor's bank account.

281. Between September 14, 2020 and October 23, 2020, CSL withdrew \$1,648.22 (one quarter (1/4) of the Nineteenth Payment Amount) from the Debtor's account on no fewer than 29 occasions – for an aggregate of \$47,798.38.

282. Between October 26, 2020 and October 27, 2020, CSL withdrew the Nineteenth Payment Amount from the Debtor's bank account no fewer than two occasions – for an aggregate of \$13,185.78.

283. Between October 28, 2020, and November 30, 2020, CSL withdrew \$1,648.22 (one quarter (1/4) of the Nineteenth Payment Amount) from the Debtor's account on no fewer than 22 occasions – for an aggregate of \$36,260.84.

284. On December 1, 2020, CSL withdrew the Nineteenth Payment Amount from the Debtor's bank account.

285. Between December 2, 2020, CSL withdrew \$1,648.22 (one quarter (1/4) of the Nineteenth Payment Amount) from the Debtor's account on no fewer than 31 occasions – for an aggregate of \$51,094.82.

286. Between January 19, 2021 and February 12, 2021, CSL withdrew \$3,296.45 from the Debtor's bank account on no fewer than nineteen occasions – for an aggregate of \$62,632.55.

287. On February 16, 2021, CSL withdrew the Nineteenth Debit Amount from the Debtor's bank account.

288. Between February 18, 2021 and February 26, 2021, CSL withdrew \$3,296.45 from the Debtor's bank account on no fewer than seven occasions – for an aggregate of \$23,075.15.

289. Between March 1, 2021 and March 2, 2021, CSL withdrew the Nineteenth Debit Amount from the Debtor's bank account on no fewer than two occasions – for an aggregate of \$13,185.78.

290. Between March 10, 2021 and March 18, 2021, CSL withdrew \$1,648.22 from the Debtor's account on no fewer than seven occasions – for an aggregate of \$11,537.54.

291. On March 24, 2021, CSL withdrew the Nineteenth Debit Amount from the Debtor's bank account.

292. Between March 25, 2021 and April 2, 2021, CSL withdrew \$1,648.22 from the Debtor's bank account on no fewer than seven occasions – for an aggregate of \$11,537.54.

293. On April 5, 2021, CSL withdrew the Nineteenth Debit Amount from the Debtor's bank account.

294. On April 6, 2021, CSL withdrew \$1,648.22 from the Debtor's bank account.

295. In total, Defendants withdrew an aggregate of \$703,790.90 from the Debtor's bank account on account of the Nineteenth MCA Agreement.

296. Thus, the Nineteenth MCA Agreement had an equivalent annual interest rate of 58.37%.

**VII. The Debtor Received No Value for Making
the Avoidable Transfer to Defendants**

297. The transactions undertaken pursuant to the MCA Agreements constitute invalid and usurious loans from Defendants to the Debtor.

298. Under New York law, a loan is usurious if the interest rate charged exceeds 16% per annum, N.Y. Gen. Oblig. Law § 5-501; N.Y. Banking Law § 14-a, and it is criminally usurious if it charges an interest rate “exceeding twenty-five per centum per annum or the equivalent rate for a longer or shorter period.” N.Y. Penal Law § 190.40.

299. The rate of interest under a loan includes all amounts charged by a lender in connection with the loan. *See* N.Y. Gen. Oblig. Law § 5-501(2).

300. The implied annual interest rate charges under the MCA Agreements ranged from 58.37% to 304.67% per annum, which far exceeded the limits of both New York’s civil and criminal usury laws.

301. In addition, certain of the MCA Agreements provide that payments deemed to be interest in excess of the highest applicable rate shall be promptly refunded to the Debtor:

In no event shall the aggregate of all amounts be deemed as interest hereunder and charged or collected hereunder exceed the highest rate permissible by law. In the event that a court determines that CSL has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and CSL shall promptly refund to Merchant any interest received by CSL in excess of the maximum rate, it being intended that Merchant not pay or contract to pay, and that CSL not receive or contract to receive, directly or indirectly in any

manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law.

See, e.g., First MCA Agreement at § 1.9.

302. Under New York State law, loans deemed to charge a criminally usurious rate of interest are void *ab initio* and not enforceable, and the borrower is not responsible for the payment of principal and interest on account of same.

303. The Debtor received no value or benefit in exchange for the Avoidable Transfers that were made to and for the benefit of Defendants in connection with the MCA Agreements.

304. Kossoff obtained value from the Avoidable Transfers. He personally and individually benefitted by being relieved of his guarantee obligations under the MCA, all at the expense of the Debtor and its creditors.

VIII. The Debtor Was Insolvent, Had an Unreasonably Small Capital Base, and Incurred, and Intended to Incur, Debts Beyond Its Ability to Repay During the Relevant Time Period

305. The Debtor's books and records demonstrate that the Debtor was insolvent no later than December 31, 2013 and remained insolvent at all relevant times thereafter until the Petition Date, by any measurement of insolvency.

306. The following balance-sheet analysis of the Debtor's assets and liabilities based upon its books and records demonstrates the Debtor's insolvency:

DATE	ASSETS	LIABILITIES	NET ASSETS
12/31/2013	\$572,508	\$2,840,663	(\$2,268,155)
06/30/2014	\$233,469	\$2,844,222	(\$2,610,752)
12/31/2014	\$843,893	\$2,804,103	(\$1,960,210)
01/26/2015	\$585,160	\$3,220,650	(\$2,635,490)
06/30/2015	\$1,367,474	\$5,432,675	(\$4,065,201)
12/31/2015	\$770,028	\$7,386,390	(\$6,616,362)

DATE	ASSETS	LIABILITIES	NET ASSETS
06/21/2016	\$1,009,438	\$7,850,757	(\$6,841,319)
06/30/2016	\$757,104	\$8,829,352	(\$8,072,248)
12/31/2016	\$1,310,242	\$11,800,038	(\$10,489,796)
06/30/2017	\$1,377,668	\$12,327,635	(\$10,949,967)
12/31/2017	\$1,202,186	\$14,392,997	(\$13,190,811)
06/30/2018	\$1,392,697	\$15,859,134	(\$14,466,437)
12/31/2018	\$1,688,485	\$19,211,671	(\$17,523,187)
06/30/2019	\$1,834,435	\$20,545,379	(\$18,710,944)
12/31/2019	\$1,207,978	\$25,479,490	(\$24,271,512)
06/30/2020	\$1,375,584	\$27,387,619	(\$26,012,034)
12/31/2020	\$1,116,077	\$29,600,162	(\$28,484,085)
03/31/2021	\$936,069	\$29,959,993	(\$29,023,924)

307. Additional facts support the conclusion that the Debtor was insolvent, insufficiently capitalized, and/or unable to pay its debts as they became due during the periods relevant to this Complaint. For example:

- a. The Debtor experienced regular overdrafts and negative bank account balances at Valley National Bank and J.P. Morgan Chase Bank, N.A. during the relevant period;
- b. The Debtor conducted its business with insufficient capital no later than December 31, 2013, and remained insufficiently capitalized at all relevant times thereafter, until the Petition Date;
- c. The Debtor incurred, was intending to incur, and/or believed that it would incur debts beyond its ability to pay such debts as they matured beginning on or after December 31, 2013, and continuing until the Petition Date;
- d. The Debtor failed to pay various creditors on a timely basis and could not timely meet its obligations as they became due during the relevant period;
- e. The Debtor regularly held and delayed the issuance of checks payable to various creditors and otherwise prioritized the payment of certain payments to creditors to the detriment of other creditors;

- f. Beginning during 2016 and continuing until April 2021, the Debtor borrowed and became obligated to repay at least \$9.6 million in numerous high-interest-rate cash-advance transactions, including the MCA Agreements, that purportedly pledged the Debtor's future accounts receivable as collateral for same-day cash;
- g. On February 10, 2022, the Internal Revenue Service (the "IRS") filed proof of claim number 37 in the Chapter 7 Case (the "IRS POC"). The IRS POC lists obligations owed by the Debtor for unpaid employee-withholding taxes in the amount of \$335,411.08 due for periods beginning in 2015;
- h. In his plea agreement with the Manhattan District Attorney, Kossoff admitted that since at least December 2017, he stole more than \$14 million from multiple persons and clients of the Debtor, including from the Debtor's IOLA accounts; and
- i. Proofs of Claim filed in the Chapter 7 Case total not less than \$20 million.

COUNT I

DECLARATORY JUDGMENT

308. Plaintiff repeats, reiterates, and realleges each of the foregoing allegations of this Complaint as if fully set forth herein.

309. The transactions taken pursuant to the MCA Agreements are loans.

310. The equivalent annual interest rates under the MCA Agreements ranged between 58.37% and 304.67%.

311. Defendants charged and collected interest from the Debtor pursuant to the MCA Agreements that was in excess of the highest rates allowed by applicable law.

312. Based upon the foregoing, the Plaintiff is entitled to entry of a judgment pursuant to 28 U.S.C. § 2201(a) and N.Y. Gen. Oblig. Law § 5-111 declaring that: (1) the MCA Agreements are loans, and not purchase agreements; (2) Defendants

charged and collected from the Debtor interest in excess of the highest rate allowed by applicable law; and (3) the MCA Agreements are void *ab initio* and unenforceable.

COUNT II

TURNOVER

313. Plaintiff repeats, reiterates, and realleges each of the foregoing allegations of this Complaint as if fully set forth herein.

314. The terms and conditions contained in the MCA Agreements and Defendants conduct and transactions with the Debtor demonstrate that Defendants intended to conceal the usurious terms of the MCA Agreements and the CSL Security Interest.

315. Defendants intended to make usurious loans to the Debtor, and they did so pursuant to the MCA Agreements.

316. All of the Debtor's rights, claims and defenses regarding the MCA Agreements constitute property of the estate pursuant to Bankruptcy Code § 541.

317. The Trustee may assert all of the Debtor's claims, rights and defenses regarding the MCA Agreements pursuant to Bankruptcy Code § 323(b).

318. Based upon the foregoing, Plaintiff is entitled to entry of a judgment against Defendants pursuant to N.Y. Gen. Oblig. Law § 5-111 and sections 323(b), 502(d), 542 and 550: (i) avoiding the MCA Agreements and the CSL Security Interest; (ii) recovering from Defendants all of the amounts transferred and paid by the Debtor to Defendants pursuant to and in connection with the MCA Agreements including, without limitation, all of the Avoidable Transfers; (iii) preserving the CSL Security Interest for the benefit of the Debtor's estate; (iv) disallowing any claims filed by Defendants until such time as each Transfer and/or its value is repaid and turned

over to Plaintiff; (v) awarding attorneys' fees and costs from Defendants; and (vi) awarding any other relief that the Court deems just and proper.

COUNT III

AVOIDANCE AND RECOVERY OF ACTUAL FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §§ 544, 550, AND 551; NYDCL §§ 273-276 AND NYUVTA §§ 273(a)(1) AND 276; AND FDCPA §§ 3304 AND 3406

319. Under oath and in open court at the hearing at which the New York court accepted his Plea Agreement, Kossoff admitted to 'engag[ing] in a systematic ongoing course of conduct with the intent to defraud . . . multiple clients of [his] law firm"—present and/or future creditors of the Debtor—"[f]rom at least December 2017 to April 2021."

320. During the six (6) years preceding the Petition Date, the Debtor made transfers to, or for the benefit of, Defendants, as identified by the dates and in the amounts set forth in the schedule which is annexed hereto as **Exhibit "1"** and which is incorporated by reference as if fully set forth herein (the "Group-One Transfers") and granted the CSL Security Interest.

321. The Debtor made the Group-One Transfers and granted the CSL Security Interest with actual intent to hinder, delay, or defraud one or more present and/or future creditors of the Debtor.

322. The Group-One Transfers did not, and were not intended to, benefit the Debtor.

323. The Group-One Transfers and the CSL Security Interest were intended to benefit Defendants and Kossoff, who were the initial, immediate, and/or mediate transferees and/or beneficiaries of the Group-One Transfers.

324. Each of the Group-One Transfers was made for the benefit of Kossoff, who was an “insider” of the Debtor at the time of each of the Group-One Transfers, namely, the elimination and /or reduction of Kossoff’s obligations to CSL in connection with the MCA Agreements, to the detriment of the Debtor’s present and /or future creditors.

325. Pursuant to sections 502(d), 544, 550(a), and 551 of the Bankruptcy Code, and (a) sections 276, 276-a, 278, and /or 279 of the NYDCL, sections 273(a)(1) and 276 of the NYUVTA, and /or (b) sections 3304(b)(1)(A) and 3306 of the FDCPA, Plaintiff is entitled to a judgment against Defendants: (i) avoiding the Group-One Transfers and the CSL Security Interest; (ii) recovering each Group-One Transfer and /or its value from Defendants; (iii) disallowing any claim filed by Defendants until such time as each Group-One Transfer and /or its value is repaid to the Plaintiff; (iv) awarding attorneys’ fees and costs from Defendants; and (v) awarding any other relief that the Court deems just and proper.

COUNT IV

AVOIDANCE AND RECOVERY OF CONSTRUCTIVELY FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §§ 544, 550, AND 551; NYDCL §§ 273-275 AND NYUVTA §§ 273, 274, AND 276; AND FDCPA §§ 3304 AND 3306

326. Plaintiff repeats, reiterates, and realleges each of the foregoing allegations of this Complaint as if fully set forth herein.

327. The Debtor did not receive fair consideration or reasonably equivalent value in exchange for the Group-One Transfers or the CSL Security Interest because the Debtor did not receive any benefit from them.

328. Instead, the Group-One Transfers and the CSL Security Interest benefited Defendants and Kossoff, who were the initial, immediate, and/or mediate transferees and/or beneficiaries of the Group-One Transfers.

329. Each of the Group-One Transfers was made for the benefit of Kossoff, who was an “insider” of the Debtor at the time of each of the Group-One Transfers, namely, the elimination and/or reduction of Kossoff’s obligations to CSL in connection with the MCA Agreements, to the detriment of the Debtor’s present and/or future creditors.

330. The Debtor was insolvent when each of the Group-One Transfers was made, or was rendered or became insolvent as a result of the Group-One Transfers.

331. The Debtor made the Group-One Transfers when the Debtor was engaged, and/or was about to engage, in business or transactions for which its remaining property after making the Group-One Transfers was an unreasonably small amount of capital.

332. The Debtor remained inadequately capitalized as a result of the Group-One Transfers thereafter until the Petition Date.

333. The Debtor made the Group-One Transfers when the Debtor intended to incur, believed that it would incur, and/or reasonably should have believed that it would incur debts beyond its ability to pay them as they matured and/or became due.

334. The Debtor remained unable to pay its debts as they matured and/or became due as a result of the Group-One Transfers thereafter until the Petition Date.

335. In addition to being fraudulent for these reasons, each of the Group-One Transfers made to and for the benefit of Defendants was fraudulent insofar

as each of these transfers transferred the Debtor's assets to and for the benefit of Kossoff, who was an "insider" of the Debtor at the time of each of the Group-One Transfers, to the detriment of the Debtor's present and/or future creditors.

336. Pursuant to sections 502(d), 544, 550(a), and 551 of the Bankruptcy Code and (a) sections 273, 274, 275, 278, and/or 279 of the NYDCL, sections 273(a)(2), 274, and 276 of the NYUVTa, and/or (b) sections 3304(a)(1), 3304(b)(1)(B)(i), 3304(b)(1)(B)(ii), and 3306 of the FDCPA, Plaintiff is entitled to a judgment against Defendants: (i) avoiding the Group-One Transfers and the CSL Security Interest that were granted in connection with the Group-One Transfers; (ii) recovering each Group-One Transfer and/or its value from Defendants; (iii) preserving the CSL Security Interest for the benefit of the Debtor's estate; (iv) disallowing any claims filed by Defendants until such time as each Group-One Transfer and/or its value is repaid to Plaintiff; (v) awarding attorneys' fees and costs from Defendants; and (vi) awarding any other relief that the Court deems just and proper.

COUNT V

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §§ 548, 550, AND 551

337. Plaintiff repeats, reiterates, and realleges each of the foregoing allegations of this Complaint as if fully set forth herein.

338. Within two (2) years prior to the Petition Date, the Debtor made transfers to, or for the benefit of, Defendants, as identified by the dates and in the amounts set forth in the schedule that is annexed hereto as **Exhibit "2"** and which is incorporated herein as if fully set forth herein (the "Group-Two Transfers") and granted the CSL Security Interest.

339. The Debtor made the Group-Two Transfers and granted the CSL Security Interest with actual intent to hinder, delay, or defraud one or more present and/or future creditors of the Debtor.

340. The Group-Two Transfers did not, and were not intended to, benefit the Debtor.

341. The Group-Two Transfers and the CSL Security Interest were intended to benefit Defendants and Kossoff, who were the initial, immediate, and/or mediate transferees and/or beneficiaries of the Group-Two Transfers.

342. In addition to being fraudulent for these reasons, each of the Group-Two Transfers made to and for the benefit of Defendants and Kossoff and the CSL Security Interest were made with actual intent to hinder, delay, or defraud present and/or future creditors of the Debtor insofar as each of these transfers transferred the Debtor's assets to and for the benefit of Kossoff, who was an "insider" of the Debtor at the time of each of the Group-Two Transfers, who had personally guaranteed the Debtor's obligations under the MCA Agreements, to the detriment of the Debtor's creditors.

343. Pursuant to sections 502(d), 548(a)(1)(A), 550(a), and 551 of the Bankruptcy Code, Plaintiff is entitled to a judgment against Defendants: (i) avoiding the Group-Two Transfers and the CSL Security Interest that were granted in connection with the Group-Two Transfers; (ii) recovering each Group-Two Transfer and/or its value from the Defendants to whom each Group-Two Transfer was made; (iii) preserving the CSL Security Interest for the benefit of the Debtor's estate; (iv) disallowing any claim filed by Defendants until such time as each Group-Two Transfer and/or its value is repaid to the Plaintiff; (v) awarding attorneys' fees and

costs from Defendants; and (vi) awarding any other relief that the Court deems just and proper.

COUNT VI

**AVOIDANCE AND RECOVERY OF CONSTRUCTIVELY FRAUDULENT
TRANSFERS PURSUANT TO 11 U.S.C. §§ 548(a)(1)(B), 550, AND 551**

344. Plaintiff repeats, reiterates, and realleges each of the foregoing allegations of this Complaint as if fully set forth herein.

345. The Debtor did not receive reasonably equivalent value in exchange for the Group-Two Transfers or the CSL Security Interest because the Debtor did not receive any benefit from them.

346. Instead, the Group-Two Transfers benefited Defendants and Kossoff, who were the initial, immediate, and/or mediate transferees and/or beneficiaries of the Group-Two Transfers.

347. Each of the Group-Two Transfers was made by the Debtor for the benefit of Kossoff, who was an “insider” of the Debtor at the time of each of the Group-Two Transfers, namely, the elimination and/or reduction of Kossoff’s obligations to CSL in connection with the MCA Agreements, to the detriment of the Debtor’s creditors.

348. The Debtor was insolvent when each of the Group-Two Transfers was made and the CSL Security Interest was granted, or was rendered or became insolvent as a result of the Group-Two Transfers.

349. The Debtor made the Group-Two Transfers when the Debtor was engaged, and/or was about to engage, in business or transactions for which its remaining property after making the Group-Two Transfers was an unreasonably small amount of capital.

350. The Debtor remained inadequately capitalized as a result of the Group-Two Transfers until the Petition Date.

351. The Debtor made the Group-Two Transfers when the Debtor intended to incur, or believed that it would incur, debts beyond its ability to pay them as they matured and/or became due.

352. The Debtor remained unable to pay its debts as they matured and/or became due as a result of the Group-Two Transfers thereafter until the Petition Date.

353. Pursuant to sections 502(d), 548(a)(1)(B)(ii)(I), 548(a)(1)(B)(ii)(II), 548(a)(1)(B)(ii)(III), 550(a), and 551 of the Bankruptcy Code, Plaintiff is entitled to a judgment against Defendants: (i) avoiding the Group-Two Transfers and the CSL Security Interest; (ii) recovering each Group-Two Transfer and/or its value from the Defendants to whom each Group-Two Transfer was made; (iii) preserving the CSL Security Interest for the benefit of the Debtor's estate; (iv) disallowing any claim filed by Defendants until such time as each Two-Year Transfer and/or its value is repaid to the Plaintiff; (v) awarding attorneys' fees and costs from Defendants; and (vi) awarding any other relief that the Court deems just and proper.

COUNT VII

AVOIDANCE AND RECOVERY OF PREFERENTIAL TRANSFERS PURSUANT TO 11 U.S.C. §§ 547(b) AND 550

354. Plaintiff repeats, reiterates, and realleges each of the foregoing allegations of this Complaint as if fully set forth herein.

355. Within ninety (90) days prior to the Petition Date, the Debtor made certain transfers to, or for the benefit of, Defendants that are identified by date and

amount in the schedule annexed hereto as **Exhibit “3”** and which is incorporated by reference as if fully set forth herein (collectively, the “Preferential Transfers”).

356. Defendants were the initial, immediate, and/or mediate transferee of the Preferential Transfers.

357. Subject to proof, Plaintiff pleads, in the alternative, that to the extent that Defendants demonstrate that any of the Preferential Transfers were made to Defendants for or on account of an antecedent debt owed by the Debtor before each of the Preferential Transfers was made: (a) the Debtor was insolvent at the time each of the Preferential Transfers was made; and (b) the Preferential Transfers enabled Defendants to receive more than she would have received if the case were under Chapter 7 of the Bankruptcy Code, the Preferential Transfers had not been made, and the antecedent debt were paid to the extent provided under the Bankruptcy Code.

358. Plaintiff is entitled to the presumption of the Debtor’s insolvency pursuant to section 547(f) of the Bankruptcy Code.

359. The Preferential Transfers were not made in the ordinary course of the Debtor’s business.

360. Pursuant to sections 547(b) and 550 of the Bankruptcy Code, Plaintiff is entitled to a judgment against Defendants: (i) avoiding the Preferential Transfers; (ii) recovering each Preferential Transfer and/or its value from the Defendants to whom each Preferential Transfer was made; (iii) disallowing any claim filed by Defendants until such time as each Preferential Transfer and/or its value is repaid to the Plaintiff; (iv) avoiding the CSL Security Interest, and preserving it for the benefit of the Debtor’s estate; (v) awarding attorneys’ fees and costs from Defendants; and (vi) awarding any other relief that the Court deems just and proper.

RESERVATION OF RIGHTS

361. The Trustee does not waive and instead specifically reserves all of his rights, claims, and defenses as they pertain to the Debtor and any claims or liens that the Defendants may assert against the Debtor's estate. The Trustee expressly reserves the right to amend and supplement this Complaint or to commence a new action against the Defendants with other claims as his investigation continues.

WHEREFORE, for the foregoing reasons, the Trustee respectfully requests that this Court enter judgment against the Defendants:

- a. Declaring that: (1) the MCA Agreements are loans and not purchase agreements; (2) Defendants charged and collected from the Debtor interest in excess of the highest rate allowed by applicable law; (3) Defendants received interest from the Debtor in excess of the highest rate allowed by applicable law; and (4) the MCA Agreements are void *ab initio* and unenforceable;
- b. pursuant to Bankruptcy Code sections 323(b) and 542 and N.Y. Gen. Oblig. Law § 5-111, directing Defendants to return and turn over all of the Avoidable Transfers to Plaintiffs, plus interest and costs;
- c. avoiding all of the Avoidable Transfers and the CSL Security Interest pursuant to sections 544, 547, and 548 of the Bankruptcy Code, NYDCL sections 273 *et seq.*; NYUVTA sections 273 *et seq.* and the FDCPA;
- d. pursuant to section 550(a) of the Bankruptcy Code, directing Defendants to pay to Plaintiff an amount to be determined at trial that is not less than the full value of the Avoidable Transfers that each of the Defendants received, plus interest and costs;
- e. preserving all avoided transfers and liens including, without limitation, the CSL Security Interest for the benefit of the Debtor's estate pursuant to section 551 of the Bankruptcy Code;
- f. disallowing any of Defendants' claims pursuant to section 502(d) of the Bankruptcy Code;

- g. awarding pre-judgment interest at the maximum legal rate running from the date of the Plaintiff's first demand to Defendants to return all Avoidable Transfers to the date of judgment with respect to this Complaint (the "Judgment") herein;
- h. awarding post-judgment interest at the maximum legal rate running from the date of the Judgment until the date the Judgment is paid in full, plus costs;
- i. requiring Defendants to pay forthwith the amount of the Judgment; and
- j. granting Plaintiff such other and further relief as the Court deems just and proper.

Dated: New York, New York
May 5, 2023

ALBERT TOGUT, not individually but
solely in his capacity as Chapter 7 Trustee,
By his Attorneys,
TOGUT, SEGAL & SEGAL LLP
By:

/s/ Neil Berger
ALBERT TOGUT
NEIL BERGER
MINTA J. NESTER
One Penn Plaza
New York, New York 10119
(212) 594-5000

EXHIBIT 1

Group-One Transfers

EXHIBIT 1

Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
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Capital Stack	11/30/16	JPM Chase	0751	12/6/16	\$1,642.86
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Capital Stack	11/30/16	JPM Chase	0751	12/8/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/9/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/12/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/13/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/14/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/15/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/16/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/19/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/20/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/21/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/22/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/23/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/27/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/28/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/29/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	12/30/16	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/3/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/4/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/5/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/6/17	\$1,642.86
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Capital Stack	11/30/16	JPM Chase	0751	1/10/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/11/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/12/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/13/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/17/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/18/17	\$1,642.86

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Group-One Transfers

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Capital Stack	11/30/16	JPM Chase	0751	1/25/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/26/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/27/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/30/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	1/31/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	2/1/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	2/2/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	2/3/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	2/6/17	\$1,642.86
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Capital Stack	11/30/16	JPM Chase	0751	2/28/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/1/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/2/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/3/17	\$1,642.86
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Capital Stack	11/30/16	JPM Chase	0751	3/13/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/14/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/15/17	\$1,642.86
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Capital Stack	11/30/16	JPM Chase	0751	3/23/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/24/17	\$1,642.86
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Capital Stack	11/30/16	JPM Chase	0751	3/29/17	\$1,642.86
Capital Stack	11/30/16	JPM Chase	0751	3/30/17	\$1,642.86
Capital Stack	3/29/17	JPM Chase	0751	3/31/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/3/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/4/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/5/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/6/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/7/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/10/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/11/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/12/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/13/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/14/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/17/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/18/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/19/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	4/27/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	4/28/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/1/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/2/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/3/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	5/8/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/9/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/10/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	5/16/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	5/18/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	5/25/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/26/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/30/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	5/31/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/1/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/2/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/5/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/6/17	\$2,190.48

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Capital Stack	3/29/17	JPM Chase	0751	6/8/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/9/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/12/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	6/13/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	6/30/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/3/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/5/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/6/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	7/13/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/14/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/17/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/18/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/19/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/20/17	\$2,190.48
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Capital Stack	3/29/17	JPM Chase	0751	7/26/17	\$2,190.48
Capital Stack	3/29/17	JPM Chase	0751	7/31/17	\$2,190.48
Capital Stack	7/28/17	JPM Chase	0751	8/1/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/2/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/3/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/4/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/7/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/8/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/9/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/10/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/11/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/14/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/15/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/16/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/17/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/18/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/21/17	\$5,257.15
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Capital Stack	7/28/17	JPM Chase	0751	8/23/17	\$5,257.15
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Capital Stack	7/28/17	JPM Chase	0751	8/29/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/30/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	8/31/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/1/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/5/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/6/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/7/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/8/17	\$5,257.15
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Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	7/28/17	JPM Chase	0751	9/12/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/13/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/14/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/15/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/18/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/19/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/20/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/21/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/22/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/25/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/26/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/27/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/28/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	9/29/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/2/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/3/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/4/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/5/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/6/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/10/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/11/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/12/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/13/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/16/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/17/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/18/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/19/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/20/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/23/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/24/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/25/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/26/17	\$5,257.15

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	7/28/17	JPM Chase	0751	10/27/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/30/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/31/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	10/31/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/1/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/2/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/3/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/6/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/8/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/9/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/10/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/13/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/14/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/15/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/16/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/17/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/20/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/21/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/22/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/27/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/27/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/28/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/29/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	11/30/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/1/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/4/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/5/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/6/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/7/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/8/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/11/17	\$5,257.15
Capital Stack	7/28/17	JPM Chase	0751	12/12/17	\$5,257.15

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	7/28/17	JPM Chase	0751	12/13/17	\$5,257.15
ACH Capital, LLC	7/28/17	JPM Chase	0751	12/13/17	\$100,000.00
Capital Stack	12/13/17	JPM Chase	0751	12/14/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/15/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/18/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/19/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/20/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/21/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/22/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/27/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/27/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/29/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	12/29/17	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/2/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/3/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/4/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/5/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/8/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/9/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/10/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/11/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/12/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/16/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/17/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/18/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/19/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/22/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	1/23/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	1/24/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	1/24/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	1/25/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	1/25/18	\$5,668.34

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/23/18	JPM Chase	0751	1/26/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	1/26/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	1/29/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	1/29/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	1/30/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	1/30/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	1/31/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	1/31/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/1/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/1/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/2/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/2/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/5/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/5/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/6/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/6/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/7/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/7/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/8/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/8/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/9/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/9/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/12/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/12/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/13/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/13/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/14/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/14/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/15/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/15/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/16/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/16/18	\$5,668.34

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/23/18	JPM Chase	0751	2/20/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/20/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/21/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/21/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/22/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/22/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/23/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/23/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/26/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/26/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/27/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/27/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	2/28/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	2/28/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/1/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/1/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/2/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/2/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/5/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/5/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/6/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/6/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/7/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/7/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/8/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/8/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/9/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/9/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/12/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/12/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/13/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/13/18	\$5,668.34

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/23/18	JPM Chase	0751	3/14/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/14/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/15/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/15/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/16/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/16/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/19/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/19/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/20/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/20/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/21/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/21/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/22/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/22/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/23/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/23/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/26/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/26/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/27/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/27/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/28/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/28/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	3/29/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	3/29/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/2/18	\$1,513.23
Capital Stack	1/23/18	JPM Chase	0751	4/2/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/2/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	4/2/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/3/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/3/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/4/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/4/18	\$5,668.34

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/23/18	JPM Chase	0751	4/5/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/5/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/6/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/6/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/9/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/9/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/10/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/10/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/11/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/11/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/12/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/12/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/13/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/13/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/16/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/16/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/17/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/17/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/18/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/18/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/19/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/19/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/20/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/20/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/23/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/23/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/24/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/24/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/25/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/25/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/26/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/26/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/27/18	\$1,513.23

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	12/13/17	JPM Chase	0751	4/27/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	4/30/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	4/30/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/2/18	\$1,513.23
Capital Stack	1/23/18	JPM Chase	0751	5/2/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/2/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	5/2/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/3/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/3/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/4/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/4/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/7/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/7/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/8/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/8/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/9/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/9/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/10/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/10/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/11/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/11/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/14/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/14/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/15/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/15/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/16/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/16/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/17/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/17/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/21/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/21/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/22/18	\$1,513.23

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/23/18	JPM Chase	0751	5/22/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/22/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	5/22/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/23/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/23/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/24/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/24/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/25/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/25/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/29/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/29/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	5/31/18	\$1,513.23
Capital Stack	1/23/18	JPM Chase	0751	5/31/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	5/31/18	\$5,668.34
Capital Stack	12/13/17	JPM Chase	0751	5/31/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/1/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/1/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/4/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/4/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/5/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/5/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/6/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/6/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/7/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/7/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/8/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/8/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/11/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/11/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/12/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/12/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/13/18	\$1,513.23

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	12/13/17	JPM Chase	0751	6/13/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/14/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/14/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/15/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/15/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/18/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/18/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/19/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/19/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/20/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/20/18	\$5,668.34
Capital Stack	1/23/18	JPM Chase	0751	6/21/18	\$1,513.23
Capital Stack	12/13/17	JPM Chase	0751	6/21/18	\$5,668.34
Capital Stack	6/21/18	JPM Chase	0751	6/22/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	6/25/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	6/26/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	6/27/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	6/28/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	6/29/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/2/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/3/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/5/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/6/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/9/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/10/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/11/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/12/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/13/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/16/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/17/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/18/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/19/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/20/18	\$5,714.29

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/21/18	JPM Chase	0751	7/23/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/24/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/25/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/26/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/27/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/30/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	7/31/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/1/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/2/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/3/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/6/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/7/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/8/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/9/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/10/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/13/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/14/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/15/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/16/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/17/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/20/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/21/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/22/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/23/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/24/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/27/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/28/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/29/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/30/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	8/31/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/4/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/5/18	\$5,714.29

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/21/18	JPM Chase	0751	9/6/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/7/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/10/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/11/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/12/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/13/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/14/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/17/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/18/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/19/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/20/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/21/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/24/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/25/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/26/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/27/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	9/28/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/1/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/2/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/3/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/4/18	\$5,714.29
eProdigy Financial	6/21/18	JPM Chase	0751	10/5/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/9/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	10/9/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	10/10/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/11/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/12/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/15/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	10/15/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	10/16/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/17/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/18/18	\$5,714.29

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/21/18	JPM Chase	0751	10/19/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/22/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	10/22/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	10/23/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/24/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/25/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/26/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/29/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	10/29/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	10/30/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	10/31/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/1/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/2/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/5/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	11/5/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	11/6/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/7/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/8/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/9/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/13/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	11/13/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	11/14/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/15/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/16/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/19/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	11/19/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	11/20/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/21/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/23/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/26/18	\$5,714.29
Capital Stack	9/28/18	JPM Chase	0751	11/26/18	\$31,250.00
Capital Stack	6/21/18	JPM Chase	0751	11/27/18	\$5,714.29

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/21/18	JPM Chase	0751	11/28/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/29/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	11/30/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/3/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/4/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/5/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/6/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/7/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/11/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/11/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/12/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/13/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/14/18	\$5,714.29
Capital Stack	12/6/18	JPM Chase	0751	12/14/18	\$26,000.00
Capital Stack	6/21/18	JPM Chase	0751	12/17/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/18/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/19/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/20/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/21/18	\$5,714.29
Capital Stack	12/6/18	JPM Chase	0751	12/21/18	\$26,000.00
Capital Stack	6/21/18	JPM Chase	0751	12/24/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/26/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/27/18	\$5,714.29
Capital Stack	12/6/18	JPM Chase	0751	12/28/18	\$26,000.00
Capital Stack	6/21/18	JPM Chase	0751	12/31/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	12/31/18	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/2/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/3/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/4/19	\$5,714.29
Capital Stack	12/6/18	JPM Chase	0751	1/4/19	\$26,000.00
Capital Stack	6/21/18	JPM Chase	0751	1/7/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/8/19	\$5,714.29

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/21/18	JPM Chase	0751	1/9/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/10/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/11/19	\$5,714.29
Capital Stack	12/6/18	JPM Chase	0751	1/11/19	\$26,000.00
Capital Stack	6/21/18	JPM Chase	0751	1/14/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/15/19	\$5,714.29
Capital Stack	6/21/18	JPM Chase	0751	1/16/19	\$5,714.29
Capital Stack	1/16/19	JPM Chase	0751	1/17/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/18/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	1/18/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	1/22/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/23/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/24/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/25/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	1/25/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	1/28/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/29/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/30/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	1/31/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/1/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	2/1/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	2/4/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/5/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/6/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/7/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/8/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	2/8/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	2/11/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/12/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/13/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/14/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/15/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	2/15/19	\$26,000.00

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/16/19	JPM Chase	0751	2/19/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/20/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/21/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/22/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	2/22/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	2/25/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/26/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/27/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	2/28/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/1/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	3/1/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	3/4/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/5/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/6/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/7/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/8/19	\$6,067.46
Capital Stack	12/6/18	JPM Chase	0751	3/8/19	\$26,000.00
Capital Stack	1/16/19	JPM Chase	0751	3/11/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/12/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/13/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/14/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	3/14/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	3/15/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/18/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/19/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/20/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/21/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/22/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	3/22/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	3/25/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/26/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/27/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	3/28/19	\$6,067.46

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/16/19	JPM Chase	0751	3/29/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	3/29/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/1/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/2/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/3/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/4/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/5/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	4/5/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/8/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/9/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/10/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/11/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/12/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	4/12/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/16/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/16/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/17/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/18/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/19/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	4/19/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/22/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/23/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/24/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/25/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/26/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	4/26/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/29/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/30/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/1/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/2/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/3/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	5/3/19	\$24,375.02

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/16/19	JPM Chase	0751	5/6/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/7/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/8/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/9/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/10/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/13/19	\$6,067.46
Capital Stack	5/6/19	JPM Chase	0751	5/13/19	\$26,456.43
Capital Stack	1/16/19	JPM Chase	0751	5/14/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/15/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/16/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/17/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/20/19	\$6,067.46
Capital Stack	5/6/19	JPM Chase	0751	5/20/19	\$26,456.43
Capital Stack	1/16/19	JPM Chase	0751	5/21/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/22/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/23/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/24/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/28/19	\$6,067.46
Capital Stack	5/6/19	JPM Chase	0751	5/28/19	\$26,456.43
Capital Stack	1/16/19	JPM Chase	0751	5/29/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/29/19	\$200,000.00
Capital Stack	1/16/19	JPM Chase	0751	5/30/19	\$6,067.46
Capital Stack	5/30/19	JPM Chase	0751	5/31/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/3/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/3/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/4/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/7/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/10/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/10/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/11/19	\$6,592.88

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/30/19	JPM Chase	0751	6/12/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/14/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/17/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/17/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/19/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/20/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/21/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/24/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/24/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/26/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/27/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/28/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/1/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/1/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/2/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/3/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/8/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/8/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/9/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/10/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/11/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/12/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/15/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/15/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/16/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/17/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/19/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/22/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/22/19	\$26,456.43

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/30/19	JPM Chase	0751	7/23/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/24/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/26/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/29/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/29/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/30/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/31/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/2/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/5/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	8/5/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	8/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/7/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/8/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/9/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/12/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	8/12/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	8/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/14/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/15/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/16/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/19/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	8/19/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	8/20/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/21/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/22/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/23/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/26/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	8/26/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	8/27/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/28/19	\$6,592.88

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/30/19	JPM Chase	0751	8/29/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/30/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/3/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/3/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/4/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/9/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/9/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/10/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/11/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/12/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/16/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/16/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/17/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/19/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/20/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/23/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/23/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/24/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/26/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/27/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/30/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/2/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/3/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/4/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/7/19	\$6,592.88

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	8/12/19	JPM Chase	0751	10/7/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/8/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/9/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/10/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/11/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/15/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	10/15/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/16/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/17/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/21/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	10/21/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/22/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/23/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/24/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/28/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	10/28/19	\$25,126.08
Capital Stack	5/30/19	JPM Chase	0751	10/29/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/30/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/31/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/4/19	\$6,592.88
Capital Stack	10/25/19	JPM Chase	0751	11/4/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	11/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/7/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/8/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/12/19	\$6,592.88
Capital Stack	10/25/19	JPM Chase	0751	11/12/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	11/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/13/19	\$109,819.00

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	11/14/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/15/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/18/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	11/18/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	11/19/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/20/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/21/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/22/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/25/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	11/25/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	11/26/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/27/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/29/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/2/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/2/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	12/3/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/4/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/5/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/6/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/9/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/9/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	12/10/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/11/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/12/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/13/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/16/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/16/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	12/17/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/18/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/18/19	\$75,000.00
Capital Stack	11/13/19	JPM Chase	0751	12/19/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/20/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/23/19	\$6,592.89

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	12/24/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/26/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/27/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/30/19	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	12/30/19	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	12/31/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/2/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/3/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/6/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/6/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/7/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/8/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/9/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/10/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/13/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/13/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/14/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/15/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/16/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/17/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/21/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/21/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/22/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/23/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/24/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/27/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/27/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/28/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/29/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/30/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/31/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/3/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/3/20	\$27,083.30

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	2/4/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/5/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/6/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/7/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/10/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/10/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/11/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/12/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/13/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/14/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/18/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/18/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/19/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/19/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/20/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/21/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/24/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/25/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/26/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/27/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/28/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/2/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/2/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/3/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/4/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/5/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/6/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/9/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/9/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/10/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/11/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/12/20	\$6,592.89

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	3/13/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/16/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/16/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/17/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/18/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/19/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/20/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/23/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/23/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/24/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/25/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/26/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/27/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/30/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	3/30/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	3/31/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/1/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/2/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/3/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/6/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/6/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/7/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/8/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/9/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/10/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/13/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/13/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/14/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/15/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/16/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/17/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/20/20	\$3,296.45

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	2/18/20	JPM Chase	0751	4/20/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/21/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/22/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/23/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/24/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/27/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/27/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/28/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/29/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/30/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/1/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/4/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	5/4/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/5/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/6/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/7/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/8/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/11/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	5/11/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/12/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/13/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/14/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/15/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/18/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	5/18/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/19/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/20/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/21/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/22/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/26/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	5/26/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/27/20	\$6,592.89

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	5/28/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	5/29/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/1/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	6/1/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	6/2/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/3/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/4/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/5/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/8/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	6/8/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	6/9/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/10/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/11/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/12/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/15/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	6/15/20	\$25,657.89
Capital Stack	11/13/19	JPM Chase	0751	6/16/20	\$6,592.89
ACH Capital, LLC	11/13/19	JPM Chase	0751	6/16/20	\$200,000.00
Capital Stack	6/15/20	JPM Chase	0751	6/17/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/18/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/19/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/22/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	6/22/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	6/23/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/24/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/25/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/26/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/29/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	6/29/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	6/30/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/1/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/2/20	\$6,592.89

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	7/3/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/6/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/6/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/7/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/8/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/9/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/10/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/13/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/13/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/14/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/15/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/16/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/17/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/20/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/20/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/21/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/22/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/23/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/24/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/27/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/27/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/28/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/29/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/30/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/31/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/3/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/3/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/4/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/5/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/6/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/7/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/10/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/10/20	\$25,657.89

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	8/11/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/12/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/13/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/14/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/17/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/17/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/18/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/19/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/20/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/21/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/24/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/24/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/25/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/26/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/27/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/28/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/31/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/31/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	9/1/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/2/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/3/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/4/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/8/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	9/8/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	9/9/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/10/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/11/20	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	9/14/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	9/14/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	9/15/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/16/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/17/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/18/20	\$1,648.22

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	9/21/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	9/21/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	9/22/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/23/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/24/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/25/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/28/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	9/28/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	9/29/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/30/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/1/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/2/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/5/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	10/5/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	10/6/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/7/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/8/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/9/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/13/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	10/13/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	10/14/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/15/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/16/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/19/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	10/19/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	10/20/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/21/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/22/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/23/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/26/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	10/26/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	10/27/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	10/28/20	\$1,648.22

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	10/29/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/30/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/2/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/2/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/3/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/4/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/5/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/6/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/9/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/9/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/10/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/12/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/13/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/16/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/16/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/17/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/18/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/19/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/20/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/23/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/23/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/24/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/25/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/27/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/30/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/30/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/1/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	12/2/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/3/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/4/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/7/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/7/20	\$6,414.47

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	12/8/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/9/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/10/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/11/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/14/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/14/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/15/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/16/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/17/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/18/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/21/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/21/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/22/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/23/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/24/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/28/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/28/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/29/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/30/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/31/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/4/21	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	1/4/21	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	1/5/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/6/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/7/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/8/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/11/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/12/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/13/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/14/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/15/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/19/21	\$3,296.45

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	1/20/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/21/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/22/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/26/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/27/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/28/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/29/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/1/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/2/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/3/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/4/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/5/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/8/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/9/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/10/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/11/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/12/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/16/21	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	2/18/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/19/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/22/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/23/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/26/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	3/2/21	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	3/2/21	\$6,592.89
Capital Stack	6/15/20	Valley National	0201	3/11/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/11/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/12/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/15/21	\$1,648.22

Exhibit 1
Group-One Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	Valley National	0201	3/16/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/17/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/18/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/23/21	\$6,592.89
Capital Stack	6/15/20	Signature Bank	4727	3/25/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/26/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/29/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/30/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/31/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/1/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/2/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/5/21	\$6,592.89
Capital Stack	6/15/20	Signature Bank	4727	4/6/21	\$1,648.22
			<u>Total Group-One Transfers:</u>		\$8,670,862.05

EXHIBIT 2

Group-Two Transfers

EXHIBIT 2

Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	1/16/19	JPM Chase	0751	4/16/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/16/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/17/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/18/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/19/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	4/19/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/22/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/23/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/24/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/25/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/26/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	4/26/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	4/29/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	4/30/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/1/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/2/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/3/19	\$6,067.46
Capital Stack	3/11/19	JPM Chase	0751	5/3/19	\$24,375.02
Capital Stack	1/16/19	JPM Chase	0751	5/6/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/7/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/8/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/9/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/10/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/13/19	\$6,067.46
Capital Stack	5/6/19	JPM Chase	0751	5/13/19	\$26,456.43
Capital Stack	1/16/19	JPM Chase	0751	5/14/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/15/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/16/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/17/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/20/19	\$6,067.46

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/6/19	JPM Chase	0751	5/20/19	\$26,456.43
Capital Stack	1/16/19	JPM Chase	0751	5/21/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/22/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/23/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/24/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/28/19	\$6,067.46
Capital Stack	5/6/19	JPM Chase	0751	5/28/19	\$26,456.43
Capital Stack	1/16/19	JPM Chase	0751	5/29/19	\$6,067.46
Capital Stack	1/16/19	JPM Chase	0751	5/29/19	\$200,000.00
Capital Stack	1/16/19	JPM Chase	0751	5/30/19	\$6,067.46
Capital Stack	5/30/19	JPM Chase	0751	5/31/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/3/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/3/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/4/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/7/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/10/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/10/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/11/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/12/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/14/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/17/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/17/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/19/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/20/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/21/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/24/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	6/24/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	6/25/19	\$6,592.88

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/30/19	JPM Chase	0751	6/26/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/27/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	6/28/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/1/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/1/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/2/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/3/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/8/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/8/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/9/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/10/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/11/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/12/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/15/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/15/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/16/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/17/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/19/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/22/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/22/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/23/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/24/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/26/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/29/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	7/29/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	7/30/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	7/31/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/2/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/5/19	\$6,592.88

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/6/19	JPM Chase	0751	8/5/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	8/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/7/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/8/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/9/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/12/19	\$6,592.88
Capital Stack	5/6/19	JPM Chase	0751	8/12/19	\$26,456.43
Capital Stack	5/30/19	JPM Chase	0751	8/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/14/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/15/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/16/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/19/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	8/19/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	8/20/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/21/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/22/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/23/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/26/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	8/26/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	8/27/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/28/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/29/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	8/30/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/3/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/3/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/4/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/9/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/9/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/10/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/11/19	\$6,592.88

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	5/30/19	JPM Chase	0751	9/12/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/16/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/16/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/17/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/19/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/20/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/23/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/23/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	9/24/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/26/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	9/27/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	9/30/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/2/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/3/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/4/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/7/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	10/7/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/8/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/9/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/10/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/11/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/15/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	10/15/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/16/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/17/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/18/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/21/19	\$6,592.88

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	8/12/19	JPM Chase	0751	10/21/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	10/22/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/23/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/24/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/25/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/28/19	\$6,592.88
Capital Stack	8/12/19	JPM Chase	0751	10/28/19	\$25,126.08
Capital Stack	5/30/19	JPM Chase	0751	10/29/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/30/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	10/31/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/1/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/4/19	\$6,592.88
Capital Stack	10/25/19	JPM Chase	0751	11/4/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	11/5/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/6/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/7/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/8/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/12/19	\$6,592.88
Capital Stack	10/25/19	JPM Chase	0751	11/12/19	\$25,126.05
Capital Stack	5/30/19	JPM Chase	0751	11/13/19	\$6,592.88
Capital Stack	5/30/19	JPM Chase	0751	11/13/19	\$109,819.00
Capital Stack	11/13/19	JPM Chase	0751	11/14/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/15/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/18/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	11/18/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	11/19/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/20/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/21/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/22/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/25/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	11/25/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	11/26/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	11/27/19	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	11/29/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/2/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/2/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	12/3/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/4/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/5/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/6/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/9/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/9/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	12/10/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/11/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/12/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/13/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/16/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/16/19	\$25,126.05
Capital Stack	11/13/19	JPM Chase	0751	12/17/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/18/19	\$6,592.89
Capital Stack	10/25/19	JPM Chase	0751	12/18/19	\$75,000.00
Capital Stack	11/13/19	JPM Chase	0751	12/19/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/20/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/23/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/24/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/26/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/27/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	12/30/19	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	12/30/19	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	12/31/19	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/2/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/3/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/6/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/6/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/7/20	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	1/8/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/9/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/10/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/13/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/13/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/14/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/15/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/16/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/17/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/21/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/21/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/22/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/23/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/24/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/27/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	1/27/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	1/28/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/29/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/30/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	1/31/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/3/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/3/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/4/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/5/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/6/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/7/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/10/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/10/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/11/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/12/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/13/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/14/20	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	2/18/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/18/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/19/20	\$6,592.89
Capital Stack	12/18/19	JPM Chase	0751	2/19/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	2/20/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/21/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/24/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/25/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/26/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/27/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	2/28/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/2/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/2/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/3/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/4/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/5/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/6/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/9/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/9/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/10/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/11/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/12/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/13/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/16/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/16/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/17/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/18/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/19/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/20/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/23/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	3/23/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	3/24/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/25/20	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	3/26/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/27/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	3/30/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	3/30/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	3/31/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/1/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/2/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/3/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/6/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/6/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/7/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/8/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/9/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/10/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/13/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/13/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/14/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/15/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/16/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/17/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/20/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/20/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/21/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/22/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/23/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/24/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/27/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	4/27/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	4/28/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/29/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	4/30/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/1/20	\$3,296.45

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	5/4/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	5/4/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/5/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/6/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/7/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/8/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/11/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	5/11/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/12/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/13/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/14/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/15/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/18/20	\$3,296.45
Capital Stack	2/18/20	JPM Chase	0751	5/18/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/19/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/20/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/21/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/22/20	\$3,296.45
Capital Stack	11/13/19	JPM Chase	0751	5/26/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	5/26/20	\$13,541.65
Capital Stack	11/13/19	JPM Chase	0751	5/27/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	5/28/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	5/29/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/1/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	6/1/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	6/2/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/3/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/4/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/5/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/8/20	\$6,592.89
Capital Stack	2/18/20	JPM Chase	0751	6/8/20	\$27,083.30
Capital Stack	11/13/19	JPM Chase	0751	6/9/20	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	11/13/19	JPM Chase	0751	6/10/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/11/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/12/20	\$6,592.89
Capital Stack	11/13/19	JPM Chase	0751	6/15/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	6/15/20	\$25,657.89
Capital Stack	11/13/19	JPM Chase	0751	6/16/20	\$6,592.89
ACH Capital, LLC	11/13/19	JPM Chase	0751	6/16/20	\$200,000.00
Capital Stack	6/15/20	JPM Chase	0751	6/17/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/18/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/19/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/22/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	6/22/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	6/23/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/24/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/25/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/26/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	6/29/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	6/29/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	6/30/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/1/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/2/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/3/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/6/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/6/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/7/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/8/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/9/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/10/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/13/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/13/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/14/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/15/20	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	7/16/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/17/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/20/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/20/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/21/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/22/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/23/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/24/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/27/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	7/27/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	7/28/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/29/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/30/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	7/31/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/3/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/3/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/4/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/5/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/6/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/7/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/10/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/10/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/11/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/12/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/13/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/14/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/17/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/17/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/18/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/19/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/20/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/21/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/24/20	\$6,592.89

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/8/20	JPM Chase	0751	8/24/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	8/25/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/26/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/27/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/28/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	8/31/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	8/31/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	9/1/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/2/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/3/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/4/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/8/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	9/8/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	9/9/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/10/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	9/11/20	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	9/14/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	9/14/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	9/15/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/16/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/17/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/18/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/21/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	9/21/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	9/22/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/23/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/24/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/25/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/28/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	9/28/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	9/29/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	9/30/20	\$1,648.22

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	10/1/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/2/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/5/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	10/5/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	10/6/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/7/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/8/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/9/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/13/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	10/13/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	10/14/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/15/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/16/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/19/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	10/19/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	10/20/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/21/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/22/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/23/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/26/20	\$6,592.89
Capital Stack	6/8/20	JPM Chase	0751	10/26/20	\$25,657.89
Capital Stack	6/15/20	JPM Chase	0751	10/27/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	10/28/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/29/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	10/30/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/2/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/2/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/3/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/4/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/5/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/6/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/9/20	\$1,648.22

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/8/20	JPM Chase	0751	11/9/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/10/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/12/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/13/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/16/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/16/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/17/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/18/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/19/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/20/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/23/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/23/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	11/24/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/25/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/27/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	11/30/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	11/30/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/1/20	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	12/2/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/3/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/4/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/7/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/7/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/8/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/9/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/10/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/11/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/14/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/14/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/15/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/16/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/17/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/18/20	\$1,648.22

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	12/21/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/21/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/22/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/23/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/24/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/28/20	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	12/28/20	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	12/29/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/30/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	12/31/20	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/4/21	\$1,648.22
Capital Stack	6/8/20	JPM Chase	0751	1/4/21	\$6,414.47
Capital Stack	6/15/20	JPM Chase	0751	1/5/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/6/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/7/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/8/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/11/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/12/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/13/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/14/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/15/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/19/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/20/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/21/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/22/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/26/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/27/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/28/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/29/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/1/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/2/21	\$3,296.45

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	2/3/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/4/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/5/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/8/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/9/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/10/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/11/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/12/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/16/21	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	2/18/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/19/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/22/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/23/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/26/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	3/2/21	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	3/2/21	\$6,592.89
Capital Stack	6/15/20	Valley National	0201	3/11/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/11/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/12/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/15/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/16/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/17/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/18/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/23/21	\$6,592.89
Capital Stack	6/15/20	Signature Bank	4727	3/25/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/26/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/29/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/30/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/31/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/1/21	\$1,648.22

Exhibit 2
Group-Two Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	Signature Bank	4727	4/2/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/5/21	\$6,592.89
Capital Stack	6/15/20	Signature Bank	4727	4/6/21	\$1,648.22
			<u>Total Group-Two Transfers:</u>		\$4,976,657.74

EXHIBIT 3

Preferential Transfers

EXHIBIT 3

Preferential Transfers

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	1/13/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/14/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/15/21	\$1,648.22
Capital Stack	6/15/20	JPM Chase	0751	1/19/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/20/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/21/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/22/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/26/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/27/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/28/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	1/29/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/1/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/2/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/3/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/4/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/5/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/8/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/9/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/10/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/11/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/12/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/16/21	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	2/18/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/19/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/22/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/23/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/25/21	\$3,296.45
Capital Stack	6/15/20	JPM Chase	0751	2/26/21	\$3,296.45

<u>Payee</u>	<u>Agreement Date</u>	<u>Debtor Bank Account</u>	<u>Account No.</u>	<u>Payment Date</u>	<u>Amount</u>
Capital Stack	6/15/20	JPM Chase	0751	3/2/21	\$6,592.89
Capital Stack	6/15/20	JPM Chase	0751	3/2/21	\$6,592.89
Capital Stack	6/15/20	Valley National	0201	3/11/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/11/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/12/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/15/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/16/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/17/21	\$1,648.22
Capital Stack	6/15/20	Valley National	0201	3/18/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/23/21	\$6,592.89
Capital Stack	6/15/20	Signature Bank	4727	3/25/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/26/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/29/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/30/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	3/31/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/1/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/2/21	\$1,648.22
Capital Stack	6/15/20	Signature Bank	4727	4/5/21	\$6,592.89
Capital Stack	6/15/20	Signature Bank	4727	4/6/21	\$1,648.22
			<u>Total Preferential Transfers:</u>		\$148,340.11